CUSTOMER ACCOUNT APPLICATION

COMPLETE PAGE 1 AND SIGN PAGE 3 PURCHASE AGREEMENT. COMPLETE PAGES 2 AND 4 ONLY IF THEY APPLY TO YOU.

1057 S. Vail Ave. Montebello, CA 90640 | Ph. 323-728-3023 | AR@uspolymersinc.com | www.uspolymersinc.com

ACCOUNT TERMS (check one)

☐ **CBD (Cash Before Delivery)**
Paid in full before your order ships.

☐ **50% Deposit / Balance Net 10**
50% with order, balance due 10 days after invoice.

☐ **Net 30 Credit Terms**
Subject to credit approval.
Credit line requested: ☐ $5,000 ☐ $10,000 ☐ $15,000 ☐ $25,000 ☐ $50,000 ☐ $75,000

PAYMENT METHOD (check one)

☐ **Credit Card**
Card is charged when payment is due.
Orders over $7,500 carry a 3% fee.
Not available with Net 30 day terms.

☐ **ACH**

☐ **Check**
Attach 3 months of bank statements (cover page only) or a bank letter showing your 3-month average balance.

BUSINESS INFO

Legal Name _____
Trade Name (DBA) _____
Billing Address _____
City | State | Zip Code _____
Phone No. _____
Email Address _____
Website Name _____

Ship To Address _____
City|State|Zip Code _____
Phone No. _____
_____
USP Sales Rep. _____

BUSINESS

☐ CORPORATION ☐ LLC ☐ PARTNERSHIP ☐ PROPRIETORSHIP

Length of time at present location _____
Own Premises ☐ Yes ☐ No
Federal Tax ID (FEIN) _____
Resale Tax Exemption No. _____
Resale tax exemption verification Signature _____ Date _____
No. of Years in this business _____
Total No. of Employees _____
Dun & Bradstreet DUNS # (if any) _____

CONTACTS

Corporate Officer/Owner Name _____ Title _____
Address _____
City|State|Zip Code _____
Phone No. _____ Social Security No. _____
Email address: _____

Primary Contact _____ Title _____
Email address: _____
Phone No. _____

Credit Card Payment Authorization

☐ **A credit card authorization** form is needed on file to ensure orders do not get delayed.

I, _____ authorize U.S. Polymers Inc to charge my credit card for agreed-upon purchases and services rendered. I understand that my payment information may be kept on file for future transactions and that this authorization will remain active until I provide written notice of cancellation. Charges will be applied for the outstanding balance of my account when payments come due (e.g., monthly, upon invoice), based on the terms agreed upon for the goods or services provided. I understand that payment amounts will vary based on my usage/invoices, and I authorize charges for the outstanding balance when payments come due.

I acknowledge that all purchases are business-to-business transactions and agree that all returns, issues, and disputes will be governed exclusively by U.S. Polymers Inc.'s Purchase Terms and Conditions, which U.S. Polymers Inc agrees to honor. To the fullest extent permitted by law, I agree not to initiate chargebacks or card-network disputes and to resolve all billing questions directly with U.S. Polymers Inc. outside of the card network.

I certify that I am the authorized user of the credit card provided.

Card Holder Name _____ **Billing Address** _____

Credit Card Type _____

Card Number _____ **City** _____

Expiration Date _____ **Zip Code** _____

Cardholder Signature: _____ **Date:** _____

All orders over $7,500 will be charged a 3% processing fee

Net 30 day Bank Verification & Set Up

☐ **Bank Verification:** Attach 3 months of bank statements (cover page only), a bank letter showing your 3-month average balance or DUNS Number in good standing

☐ **Continuing Guarantee:** Sign Page 4 by the owner or officer (Required unless your bank verification shows a 3-month average balance of $100,000 or more)

☐ **Trade References:** Below

Trade Name _____	Trade Name _____
Address _____	Address _____
City _____	City _____
State | Zip Code _____	State | Zip Code _____
Phone No. _____	Phone No. _____
Email _____	Email _____

Purchase Agreement

Amounts due as a result of any and all purchases hereafter made by _____ (hereinafter "Customer") from U.S. POLYMERS INC. (hereinafter "Supplier") will be paid to Supplier on the following terms and conditions:

Terms ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SUPPLIER IN ITS SOLE AND ABSOLUTE DISCRETION. ORDERS ACCEPTED ONLY BY WRITTEN CONFIRMATION FROM SUPPLIER. These Terms and Conditions govern all orders and override any terms in Customer's purchase order or other documents. Customer's additional or different terms apply only if approved in writing by an officer of Supplier. Supplier's acceptance or shipment of an order does not accept them. Full purchase price due and payable within 30 days from date of invoice unless otherwise agreed upon in writing.

Late Payments Past due amounts are subject to late payment service charges of 1 ½ % per month, which is an annual rate of 18%, or the maximum rate allowed by law whichever is greater.

Pricing All prices are subject to change without notification. All prices are NET. All payments are to be made to U.S. Polymers Inc. in U.S. Dollars at 1057 S. Vail Ave. Montebello, CA 90640 in immediately available funds, U.S. dollars only.

Bad Checks & COD A service charge of $45.00 will be applied on returned checks. Accounts 60 days old will be put on C.O.D.

Non-Conforming Goods Customer assumes full responsibility of all goods when goods are received and signed for. Notice of damaged, defective or non conforming goods must be given by Customer in writing within 10 days (5 days in the case of damaged goods) after Customer's receipt of materials in all cases. Supplier reserves the right to require photographic proof for all non conforming goods. Customer's responsibility for the payment of any order, shall not be released simply because Customer rejects the order, refuses to accept shipment, stops payment on its check or changes the nature of the order.

Returns No returns of custom manufactured goods will be accepted. Goods in new condition may be returned within 30 days of purchase only. All returns and credits must be preauthorized in writing, and include a Returned Goods Authorization number. No returned goods will be accepted without authorization and freight charges must be prepaid. Goods returned for credit must show invoice number. Credits will be issued on returns & applied to future purchases only. Standard restocking fees will apply on all returns.

Invoice Disputes The Customer must notify the Seller in writing of any invoice dispute within ninety (90) days of the invoice date. The notice must include the invoice number, disputed items, amount disputed, and the reason for the dispute. If no written notice is received within 90 days, the invoice is deemed final, accurate, and accepted, and the Customer waives all rights to dispute or request credits or adjustments thereafter.

Restocking Charge Supplier's customary handling or restocking charge, 25%, will be imposed on all goods returned unless due to error caused by Supplier.

Lead Times Company shall use its best efforts to fulfill orders in the specified lead times for products. Lead times are only estimates, are indicated on sales order confirmations, and may vary from time to time. All lead time estimates commence from the date after any issues or questions have been resolved on orders.

Title Customer acknowledges and agrees that Customer does not acquire any right to sell, assign or dispose of merchandise until it is entirely paid for and that in the case of default of payment, Supplier its agents and assigns, are hereby authorized to take possession of and remove sold merchandise, on Customer's business premises or elsewhere, without demand or notice of any kind.

Failure to Pay Or Insolvency Failure by Customer to pay any part of the purchase price when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Customer or his property, Supplier may, at its option, cause the entire unpaid balance to become due and immediately payable.

Entire Agreement This agreement covers all materials which Customer may hereafter acquire at any time from Supplier. This Contract constitutes the entire Agreement with Supplier. No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto. This contract shall apply and accrue to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the respective parties.

Litigation In the event of any litigation arising out of this agreement, Supplier shall be entitled to recover its reasonable costs and expenses incurred including attorney's fees.

State Laws This Purchase Agreement shall be governed by the laws of the State of California.

Venue and Jurisdiction Customer agrees that any suit, action or proceeding arising out of or relating to the interpretation, performance or breach of these Terms and Conditions, shall be instituted in the Superior Court of the State of California located in Los Angeles County, and Customer irrevocably submits to the jurisdiction of those courts and waives any and all objections to Jurisdictions or venue that it may have under the laws Of California or otherwise in those courts in any such Terms suit or proceeding.

Remedies Supplier and Customer have all remedies afforded to each by the Uniform Commercial Code.

Limited Warranty By Customer's signature below Customer acknowledges that it has read and agrees to be bound by the terms of Supplier's Limited Warranty on purchased product.

Limitation of Liability Supplier is not liable for indirect, special, incidental or consequential damages (including but not limited to damages for loss of business, loss or profits or investment or the like (whether based on breach of contract, tort (including negligence), product liability or otherwise, even if Supplier or its agents have been advised of the possibility of such damages. All orders, whether verbal or in writing, received by Supplier create a custom order for the Customer.

Amendment & Waiver These Terms and Conditions may be amended, modified or supplemented only by a writing executed by Supplier. Supplier may in a writing waive any provision of these Terms and Conditions to the extent such provision is for the Benefit of the waiving party. No action taken by Supplier shall be deemed to constitute a waiver by Supplier of any provisions hereof.

Receipt of a Copy Customer hereby acknowledges the receipt of a copy of this Agreement at the time of its execution.

Electronic signature The undersigned agrees that using electronic signature technology (e.g., Adobe, DocuSign or other) will be valid and binding. Electronic signatures are treated like handwritten ones. The signer confirms their authority to bind the Company.

Accepted By _____ _____ _____ _____

signature Company Title Date

C O N T I N U I N G G U A R A N T E E

THIS DOCUMENT AFFECTS AND WAIVES IMPORTANT RIGHTS OF THE PERSON SIGNING IT.

This Guarantee ("Guarantee") is dated the _____day of _____, 20___, and is made and entered into in Los Angeles, California between _____("Guarantor" (persons name)), residing at _____, in favor of US POLYMERS, INC., a California corporation ("USP") with its principal place of business at 1057 S. Vail Ave, Montebello, CA 90640, as a material inducement by Guarantor for USP to extend credit to _____(the "Company"(company name)), as follows:

1. Guarantee.

Guarantee of Obligations. Guarantor unconditionally, absolutely and irrevocably guarantees and promises to pay to USP, on demand, in lawful money of the United States of America, and in immediately available funds, any and all indebtedness and obligations (collectively, the "Guaranteed Obligations") of the Company to USP under any note, loan agreement, credit agreement, security agreement, pledge agreement or other document or instrument (collectively, the "Documents") or otherwise. The term "Guaranteed Obligations" is used herein in its most comprehensive sense and includes any and all debts, obligations and liabilities of the Company to USP now existing or hereafter incurred or created, whether voluntarily or involuntarily, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined. Guarantor agrees that this Guarantee constitutes a guarantee of payment when due and not of collection.

Consideration. Guarantor hereby acknowledges that USP has agreed to extend credit to the Company, in accordance with USP's Terms and Conditions and other Documents. Guarantor hereby acknowledges receipt of good, adequate and valuable consideration for this Guarantee in the form of USP's said extension of credit.

Guarantee of Full Amount. Guarantor hereby acknowledges and agrees that Guarantor's liability hereunder shall be IN THE FULL AMOUNT OWED TO USP, including interest, default interest, costs and fees (including without limitation reasonable attorneys' fees) that would have accrued under the documents but for the commencement of a case under the U.S. Bankruptcy Code or any other law governing insolvency, bankruptcy, reorganization, liquidation or like proceeding.

Continuing Guarantee. This Guarantee is a continuing guaranty of the Guaranteed Obligations, including any and all Guaranteed Obligations which are renewed, extended, compromised, refinanced or restructured from time to time. This Guarantee shall remain effective until the Guaranteed Obligations have been fully paid, and Company has given written notice of this to USP

Independent Obligations. Guarantor agrees that it is directly and primarily liable to Company, that Guarantor's obligations hereunder are independent of the Guaranteed Obligations and that a separate action or actions may be brought and prosecuted against Guarantor, whether action is brought against Corporation or whether the Company is joined in any such action or actions. Guarantor agrees that any releases which may be given by USP to the Company or any other guarantor or endorser shall not release it from this Guarantee.

2. Consents by Guarantor.

Consents. Guarantor hereby authorizes USP, without notice or demand and without affecting Guarantor's liability hereunder, from time to time to: (a) Changes in Terms. Renew, compromise, extend, refinance, accept partial payments, accelerate or restructure the Guaranteed Obligations or otherwise change the time for payment or the terms of any of the Guaranteed Obligations, or any part thereof, including, without limitation, increasing or decreasing the rate of interest thereof; (b) Amendment of Documents. Waive, amend, rescind or modify any of the terms or provisions of the Documents or any agreement or document executed in connection therewith; (c) Liquidation of Guaranteed Obligations. Settle, release, compromise, collect or otherwise liquidate the Guaranteed Obligations, or any part thereof, and any security or collateral therefor in any manner as USP may determine in its sole discretion; (d) Collateral. Take and hold collateral to secure the payment of the Guaranteed Obligations and exchange, enforce, waive and release any such collateral, and apply such collateral and direct the order or manner of sale thereof as USP in its sole discretion may determine; (e) Releases. Release or substitute any one or more endorser(s) or other guarantor(s); and (f) Assignment. Assign, without notice, this Guarantee in whole or in part and USP's rights hereunder to any one at any time.

Non-Release of Guarantor. Guarantor agrees that USP may do any or all of the foregoing in such manner, upon such terms, and at such times as USP, in its sole discretion, deems advisable, without, in any way or respect, impairing, affecting, reducing or releasing Guarantor from its undertakings hereunder and Guarantor hereby consents to each and all of the foregoing acts, events and occurrences.

3. Waivers.

Defenses. Guarantor hereby waives any right to assert against USP as a defense, counterclaim, set-off or cross-claim, any defense (legal or equitable), counterclaim, set-off or cross- claim which the Company may now or at any time hereafter have under applicable law, rule, arrangement or relationship against USP, the Company or any other party. Guarantor waives all defenses, counterclaims and set-offs of any kind or nature arising, directly or indirectly, from the present or future lack of perfection, sufficiency, validity or enforceability of the Documents or any security interest thereunder.

Election of Remedies. Guarantor hereby waives any defense arising by reason of any claim or defense based upon an election of remedies by USP, which in any manner impairs, affects, reduces, releases, destroys or extinguishes Guarantor's subrogation rights, rights to proceed against the Company for reimbursement, or any other rights of Guarantor to proceed against any other person or security, including but not limited to, any defense based upon an election of remedies by USP under the provisions of §580(d) of the California Code of Civil Procedure, or any similar law of California or of any other state, or of the United States

Presentment, Demand and Notice. Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, notices of default, notice of acceptance of this Guarantee, diligence, and notices of the existence, creation or incurrence of the Guaranteed Obligations or of new or additional Guaranteed Obligations incurred or created after the date of this Guarantee, and all other notices or formalities to which Guarantor may be entitled under applicable law.

Remedies Against Company. As a condition to payment or performance by Guarantor under this Guarantee, USP shall not be required to, and Guarantor hereby waives any and all rights to require USP to, prosecute or seek to enforce any remedies against the Company or any other party liable to USP on account of the Guaranteed Obligations or to require USP to seek to enforce or resort to any remedies with respect to any security interests, liens or encumbrances granted to USP by the Company or any other party on account of the Guaranteed Obligations.

Subrogation Rights. Guarantor shall have no right of subrogation, reimbursement, exoneration, contribution or any other rights that would result in Guarantor being deemed a creditor of the Company under the U.S. Bankruptcy Code or any other law. Guarantor irrevocably waives all such rights, the right to assert any such rights and any rights to enforce any remedy which USP now or may hereafter have against the Company and hereby irrevocably waives any benefit of any right to participate in, any security now or hereafter held by USP, whether any of the foregoing rights arise in equity, at law or by contract.

4. Financial Condition of the Company.

Guarantor is presently informed of the financial condition of the Company and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Guaranteed Obligations. Guarantor hereby covenants that it will continue to keep itself informed of the Company's financial condition and of all other circumstances which bear upon the risk of nonpayment. Absent a written request for such information by Guarantor to Company, Guarantor hereby waives its right, if any, to require, and Company is relieved of any obligation or duty to disclose to Guarantor any information which Company may now or hereafter acquire concerning such condition or circumstances.

5. Termination of Guarantee.

Guarantor's obligations under this Guarantee shall continue in full force and effect and this Guarantee shall not terminate until the Guaranteed Obligations are fully paid, performed and discharged and Company gives Guarantor written notice of that fact. The Guaranteed Obligations shall not be considered fully paid, performed and discharged unless and until all payments by Corporation to Company are no longer subject to any right on the part of any person whomsoever, including, but not limited to, the Company, the Company as debtor-in- possession, or any trustee or receiver in bankruptcy, to set aside such payments or seek to recoup the amount of such payments, or any part thereof.

6. Miscellaneous.

Attorneys' Fees and Costs. Guarantor agrees to pay all reasonable attorneys' fees and all other costs and out-of-pocket expenses which may be incurred by USP in the interpretation, enforcement or collection of this Guarantee and/or the Guaranteed Obligations, whether or not suit is filed.

Interest. All amounts required to be paid to USP by Guarantor pursuant to the provisions of this Guarantee (including, without limitation, pursuant to Section 6.1 hereof) shall bear interest from and including the date upon which such amounts are due, to and excluding the date of payment thereof, at the rate of ten percent (10%) per annum. All payments of such amounts by Guarantor shall include any such accrued interest.

Governing Law. The validity, construction & performance of this Guarantee shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of California

Entire Agreement. This Guarantee embodies the entire agreement and understanding between USP and Guarantor pertaining to the subject matter of this Guarantee, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, pertaining to that subject matter.

Successors and Assigns. The provisions of this Guarantee shall bind and inure to the benefit of USP and Guarantor and their respective successors and permitted assigns.

Amendment and Waiver. This Guarantee may be amended, modified or supplemented only by a writing executed by USP and the Guarantor. Either party may in writing waive any provision of this Guarantee to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Guarantee, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by that party of its or any other party's compliance with any provisions of this Guarantee. No waiver by any party of a breach of any provision of this Guarantee shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

Venue and Jurisdiction. Guarantor agrees that any suit, action or proceeding arising out of or relating to this Guarantee, or the interpretation, performance or breach of this Guarantee, shall be instituted in the Municipal or Superior Court of the State of California located in Los Angeles County, and Guarantor irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that Guarantor may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding.

Severability. The invalidity or unenforceability of any particular provision of this Guarantee shall not affect the other provisions, and this Guarantee shall be construed in all respects as if any invalid or unenforceable provision were omitted.

Further Assurances. Guarantor agrees to perform any further acts and to execute and deliver any other documents which may be reasonably necessary to effect the provisions of this Guarantee. The undersigned agrees that using electronic signature technology (e.g., Adobe, DocuSign…) will be valid and binding. Electronic signatures are treated like handwritten ones.

IN WITNESS WHEREOF, the parties hereto have caused this Guarantee to be duly executed as of the date and year first above written. _____

"Guarantor" (Persons Names)