

Provisional or Courtesy Account



Company Name: _____ Credit Line Requested: _____

Trade Name/DBA: _____

BILLING ADDRESS

Street: _____ PO Box: _____

City: _____ State: _____ Zip: _____

AP Contact: _____ Title: _____ Phone: _____

Email: _____ Fax: _____

SHIPPING INFORMATION *(If more than one ship-to address, please attach additional pages with information)*

Street: _____ Is this a residential address? Yes No

City: _____ State: _____ County: _____ Zip: _____

Purchasing Contact: _____ Title: _____ Phone: _____

Note: this is a provisional credit application. The customer has 30 days from the time of purchase to submit completed and signed credit application to continue purchasing. If one is not received by the 30 day time limit, the account will be placed on hard hold and no further purchasing can be done until Target Specialty Products receives one.

TERMS AND CONDITIONS OF SALE

Unless otherwise agreed to by both parties in writing, this credit application and agreement shall be deemed to comprise the entire agreement between Target Specialty Products, and any of its affiliated and subsidiary companies (hereafter referred to as "The Company,") and The Applicant identified on the credit application. This document supersedes any and all prior communications and agreements between the parties. All purchase orders issued by The Applicant to The Company are subject to these terms and conditions of sale as if such provisions were fully set forth in such purchase orders. Payment terms are Net 30 days from invoice date or as otherwise specified on each invoice. The Applicant agrees to pay The Company all invoice amounts when due, and all costs incurred by The Company in collecting such amounts, including without limitation: legal fees, expenses, and interest on all outstanding amounts from and after the payment due date at a rate of 1.5% per month (18% annually). In no event will the interest charged exceed the maximum rate allowed by law. The Applicant hereby grants The Company a security interest over all present and future acquired products securing payment of all indebtedness described in this agreement as well as performance of all the obligations of The Applicant to The Company. The Applicant will provide further assurance and take all further steps required to perfect the security interest herein. The Company is hereby authorized to file any lien available to vendors and/or applicators of the products in the manner provided by applicable law notwithstanding the terms of the invoices or other documents or the existence of an event of default. The Applicant will be assessed a 35.00 fee for any returned checks. The Company shall have the right to apply any monies due from The Applicant under any contract between The Company and The Applicant toward the payment of any sums which The Applicant may now, or hereafter, owe to The Company under any agreement. In the event that The Applicant defaults on payment to The Company, The Company shall have the right to withhold any unpaid sums due by The Company to The Applicant under any contract with The Applicant and to apply such sums to the amount owing by The Applicant to The Company. In the event goods are returned for credit or due to default of payment, a 15% re-stocking fee will be charged. The Company has the right to revoke or change terms at its own discretion. Any claim for incorrect pricing, short shipment, or damaged merchandise should be made within 48 hours of receipt of invoice. The Company will not recognize claims made after this period.

CONFIRMATION (Required for all customers)

As an officer or authorized agent for The Applicant, I hereby warrant and represent that the information provided herein is accurate and correct. I have authority to execute this document, and The Applicant Company agrees to be bound by the terms and conditions of sale set forth above. I also authorize release of necessary bank and credit information to Target Specialty Products, or any of its subsidiary and affiliated companies. Information gleaned will be held in strict confidence.

Signature: _____

Printed Name: _____

Date: _____