

New Account Package

Dear New Applicant:

Thank you for contacting us to set up an account for you.

Enclosed you will find a credit application and ordering policies. Both the Credit Application (three pages) and New Account Information form (two pages) must be filled out, signed and returned to us in order for us to determine terms and set up your account. The answers to the questions on page two of the New Account Information form will help our routing/shipping department meet your needs for on time delivery of your products.

Thank you again for choosing Additives Inc. as your chemical supplier.

Additives Inc.
New Accounts Department
303-292-0595



Additives Inc.

5915 N. Broadway, Denver, CO 80216

Tel: 303-292-0595

Fax: 303-292-0429

email:customerservice @additivesinc.com

New Account Package Checklist

When you send / fax your package, please be sure that you have included or completed the following:

- _____ 1. Fill out the Credit Application
- _____ 2. Fill out the Personal Guarantee
- _____ 3. Fill out the New Account Information form
- _____ 4. Shipping Information form
- _____ 5. Enclose a copy of your Colorado Resale permit and fill out the enclosed sheet.
(only for companies operating within the state of Colorado)
- _____ 6. Read our Terms and Conditions of Sale
- _____ 7. Enclose a copy of your most recent financial statements or audited financials.

Credit approval is required before setting up an account. Until credit approval is established orders will be shipped C.O.D. with cashiers check or by Bank Wire. If you have any questions please contact our accounting department at 303-292-0595.

Additives Inc.

5915 N. Broadway, Denver, CO 80216
Tel: 303-292-0595 Fax: 303-292-0429
email: customerservice@additivesinc.com

CREDIT APPLICATION

Date: _____

Company Name: _____ Phone: (____) _____

Billing Address: _____ Fax: (____) _____

City, State: _____ Zip Code: _____

Country: _____

Email: _____ Website: _____

Shipping Address: _____

City, State: _____ Zip Code: _____

Operating as a: Corporation ____ Partnership ____ Individual ____

Federal ID No.: _____ Social Security No.: ____ / ____ / ____

Owners or Officers	Title	Residence Address	Home Phone
1. _____	_____	_____	(____) _____
2. _____	_____	_____	(____) _____
3. _____	_____	_____	(____) _____

References: Please list three of your current major suppliers.:

Name	Address	Phone
1. _____	_____	(____) _____
2. _____	_____	(____) _____
3. _____	_____	(____) _____

New Account Re-establish Credit

Bank: _____ Branch: _____ Phone # _____

Account Numbers (checking) : _____ (savings): _____

Name, telephone & extension of person in charge of accounts payable: _____

Do you require purchase order numbers for your purchases? Yes No

Are you tax exempt? Yes No (If yes, please fill out attached resale statement)

Anticipated amount of monthly purchases: \$ _____ Do you require a monthly statement? Yes No

In Business since _____ Prior Business _____ Have you ever declared Bankruptcy _____

Is the business a party to any claim or lawsuit? _____ If yes explain (use back if necessary) _____

In present location since _____ Do you own or lease your facility? _____

Continued

ADDITIVES INC. Credit Application page 2

The undersigned certifies that the above information is true and correct and agrees to pay for all goods purchased in compliance with the terms of the seller (see terms and conditions). Unless otherwise agreed to in writing, said terms require goods are to be paid in full thirty days from date of invoice. Should default be made when payment is due the balance, plus 18% per annum, on all unpaid sums, together with actual attorney's fees and all costs as the seller may reasonably incur in the enforcement of the obligation, is guaranteed to be paid by the undersigned. Both seller and buyer agree that Denver County has proper jurisdiction over any and all litigation.

If credit is established, Additives Inc. reserves the right to adjust or revoke this line of credit at any time. It is agreed that if the undersigned defaults and it is necessary for Additives Inc. to refer the account to collection, that the undersigned agrees to pay all collection and legal fees, except to the extent prohibited by applicable law.

The undersigned further understands that Additives Inc. may obtain credit information on the business or any of the undersigned for its use in consideration of credit being granted or extended.

Date

Signature

Sales Rep. Witness

Printed Name

Title

Continued

Additives Inc. use only:

Credit check completed: Y N Date: _____ Results: _____

Credit terms granted: _____ Authorized by: _____

Account Number: _____

Salesperson #: _____

Personal Guarantee

Personal guarantee must be signed, *not typewritten or printed.*

In consideration of the extension of credit by Additives Inc., herein to the Buyer, the undersigned does jointly and personally guarantee to pay and be responsible for payment of all sums, balances and accounts due Additives Inc. by Buyer, including charges and/or attorney's fees. This shall be an open and continuing guarantee and shall continue in force notwithstanding any change in the form of such indebtedness, or renewals or extension granted by Additives Inc. without obtaining any consent thereto and until expressly revoked by written notice from me/us to Additives Inc. any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of the acceptance of this agreement, notice of default or nonpayment and waive action required by any state against the Buyer. No delay on the part of Additives Inc. in exercising any right hereunder, or taking any action to collect or enforce payment of any obligation hereby guaranteed either as against the Buyer or any other person primarily or secondarily liable with the Buyer shall operate as a waiver of any such right or in the event of any default at any time by said Buyer, Additives Inc. shall be entitled to look to me/us immediately for full payment without prior demand or notice.

Dated this _____ day of _____ 20__

Guarantor Title

Co-Guarantor Title

Guarantor's SSN#: _____

Co-guarantor's SSN#: _____

Witness

Additives Inc. use only

Date received: _____ By: _____

ADDITIVES INC.

NEW ACCOUNT INFORMATION

Date: _____

Customer Name: . _____

Contact: . _____

Phone: (_____) _____ Fax: (_____) _____

Billing/Mailing Address: . _____

Shipping Address (1) : . _____

Phone: (_____) _____ Fax: (_____) _____

Contact: . _____

Shipping Address (2) : . _____

Phone: (_____) _____ Fax: (_____) _____

Contact: . _____

(For additional locations use back or a separate piece of paper)

Phone: (_____) _____ Fax: (_____) _____

**** BEFORE WE CAN OPEN YOUR ACCOUNT, YOU MUST COMPLETE PAGE 2 ****

ACCOUNT INFORMATION (Page 2)

Shipping Information

Please make copies of this page and fill out one sheet for each shipping location.

1. Account name: _____

2. Shipping location number (circle) : Main 1 2 3 4

3. Hours for delivery: _____

4. Is dock appointment required? Y N

If Yes then: Phone # (_____) _____ Contact Name _____

5. Dock: Y N Forklift: Y N Receiver: Y N

6. Nearest major cross-streets: _____

7. If no dock available, deliver to the: FRONT REAR SIDE of building (circle one).

8. Any other special requirements (use back if necessary):

ROUTING INFORMATION (Additives Inc. use only)

Reviewed by: _____

Date: _____

Additives Inc.

5915 N. Broadway, Denver, CO 80216
Tel: 303-292-0595 Fax: 303-292-0429
email:customerservice @additivesinc.com

Colorado Resale Certificate

(Name of Purchaser)

I HEREBY CERTIFY: That I hold valid seller's permit No. _____ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling:

that the tangible personal property described herein which I shall purchase from:

_____ Additives Inc., Denver, Colorado _____ will be resold by me in the form of tangible personal property; provided, however, that in the event any such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount.

Description of property to be purchased: _____

Date: _____ 20__

Signature

Title

ADDITIVES INC. TERMS AND CONDITIONS OF SALE
(If not acceptable to buyer, notify seller)

1. **ACCEPTANCE:** Seller acknowledges receipt of Buyer's order, and accepts Buyer's order expressly conditional on Buyer's assent to the terms and conditions herein contained, whether additional to or different from those contained in Buyer's order or any other form or document heretofore or thereafter supplied by Buyer to Seller. Any action taken by Buyer, which is inconsistent with Buyer's claim that Buyer has rejected the goods, constitutes acceptance. Buyer's receipt of any material delivered hereunder shall be an unqualified acceptance of and waiver by Buyer of any and all claims with respect to such materials, unless Buyer gives Seller notice of claim within 15 days after receipt. Seller's failure to object to provisions contained in any order or other form or document from Buyer, shall not be construed as an acceptance of any such provision, nor as a waiver of these terms and conditions. All contracts shall be deemed offered, accepted, and made in Denver, Colorado.
2. **CHANGES:** No change by Buyer of any term or condition of this contract or any of Seller's rights or remedies hereunder shall be binding on Seller, nor shall the order hereby acknowledged be cancelled or changed by Buyer, unless Seller shall expressly consent thereto in a writing signed by Seller.
3. **PAYMENT:** Terms of sale are net 30 days of date of invoice, unless otherwise stated on the face hereof. If Buyer defaults in any payment when due under this order or any other order, Seller, without prejudice to other lawful rights and remedies, reserves the right, among other remedies, either to terminate this contract, or to suspend further deliveries upon the failure of Buyer to make any payment as herein provided.
4. **OVERDUE ACCOUNTS:** All overdue accounts will be subject to a service charge of 1 1/2% per month which is an annual percentage rate of 18%. The finance charge will be added to your account after all payments and credits are deducted. All costs of collections including legal fees will be the obligation of the purchaser.
5. **TAXES & FREIGHT CHARGES:** In addition to the quoted purchase price, Buyer shall pay to Seller the amount of all governmental taxes, excises, duties and other charges (except taxes on or measured by Seller's net income) that Seller may be required to pay with respect to the production, sale or transportation of any goods delivered hereunder. Increases of inland freight charges and U.S. Custom duties which become effective after acceptance of the acceptance of the order shall be charged to Buyer, when invoiced.
6. **DELIVERY TERMS:** Unless otherwise specified on the face hereof, delivery terms are FOB Seller's choice of delivery point, freight collect, via any means of transportation Seller reasonably selects. Dates of delivery are determined from the date of Seller's acceptance of any order or orders by Buyer and are estimates of approximate dates of delivery.
7. **"FORCE MAJEURE":** Seller shall not be liable for failure or delay in shipping goods hereunder if such failure or delay is due to any act of God, war, labor difficulties, accident, or inability to obtain material or transportation or any other causes of any kind whatsoever beyond the control of Seller. In no event shall Seller be obligated to purchase materials from others in order to enable it to deliver material to Buyer hereunder.
8. **WARRANTIES:** Seller warrants that the goods supplied hereunder shall conform to the description stated herein, that Seller will convey good title thereto, and that such goods shall be delivered free from any lawful security interest or lien or encumbrance. Seller also guarantees that no product sold hereunder will be (1) adulterated or misbranded by Seller as of the date of shipment within the meaning of the Federal Food & Drug Act, or (2) an article which may not under the provisions of Sections 404 or 505 of the Act be introduced into interstate commerce, and that (3) these goods were produced in compliance with the applicable requirements of the Fair Labor Standards Act of 1938, as amended. No express warranty is made with respect to the goods. If any sample was shown to Buyer, that sample was used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the sample. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY IN OTHER RESPECTS THAT EXPRESSLY SET FORTH HEREIN AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES.** Seller's maximum liability shall not, as to any claim of any nature, whether in contract, tort, strict liability, patent infringement, or otherwise, exceed the contract price for the portion of the goods in respect of which any such claim is made.

9. **RISK OF USE OF THE GOODS & DAMAGES OR LOSS IN TRANSIT:** All risks as to the use of the goods lie on the side of the Buyer. Seller is not responsible for any damage or loss to the goods in transit, which damage or loss is the responsibility of the carrier and any claims for which should be submitted directly to the party's carrier which engaged such carrier for delivery of the goods.
10. **RETURN OF GOODS:** The return of any goods to Seller requires the prior written authorization of Seller. All returned goods must be sent freight prepaid and, unless otherwise authorized by Seller, will be subject to a 20% handling charge, computed at the original invoice value. When retest is required, the customer will be charged an additional \$250.00 per product. All returned goods must be consigned back to Additives Inc. from which the goods originated, packaged in their scaled containers.
11. **NOTIFICATION:** Immediately upon Buyer's receipt of any goods shipped hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages, defects or damages and, in such case, shall hold the goods for Seller's written instructions concerning disposition. If Buyer shall fail so to notify Seller within 15 days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by Buyer.
12. **LIMITATION OF REMEDIES AND LIABILITY:** Buyer and Seller agree that Buyer's sole remedy against Seller shall be for the repair or replacement of defective goods without charge by Seller. The goods must be returned to Seller's warehouse in accordance with paragraph 9, above and accompanied by a claim in writing. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PRICE STATED FOR THE GOODS IS CONSIDERATION FOR LIMITING SELLER'S LIABILITY AS PROVIDED HEREIN.
13. **GOVERNING LAW:** This contract shall be governed by and the parties shall have the remedies set forth in the Uniform Commercial Code as adopted in the State of Colorado as effective and in force on the date of this contract.
14. **TIME FOR BRINGING ACTION:** Notwithstanding Colorado Commercial Code, Buyer and Seller agree that any action for breach of this contract must be commenced within two years after the cause of action has accrued.
15. **MODIFICATION:** No changes of modification to this contract may be made except upon Seller's written authority.
16. **TITLE:** Title to the goods shall remain with Seller until Buyer or Buyer's agent takes physical possession of the goods.
17. **INDEMNIFICATION:** Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all losses, claims, damages, expenses (including, without limitation, attorneys' fees and court costs), or liabilities arising out of or connected with any information, representations, reports, or data furnished, prepared or approved by Buyer for use by Seller in Seller's performance hereunder and for any use or misuse of the goods by Buyer or Buyer's customers. Seller makes no warranty against infringement of any existing United States of foreign patents, by reason of the use thereof either in combination with other products or in the operation of any process.
- 18.
19. **ATTORNEYS' FEES:** If any party brings an action against the other party hereto with respect to the interpretation of the terms herein or by reason of any breach of any agreements, representations, warranties, duties, obligations or other provisions of this contract by the other party, then the prevailing party in whose favor judgement is entered in such action, shall be entitled to have and recover the other party all costs and expenses incurred or sustained by such party in connection with the initiation and prosecution of the action including, without limitation, attorneys' fees, expert witness fees, accountants' fees and court costs, even though not taxable as such. As used herein, attorneys' fees shall be deemed to mean the full and actual costs of any legal services actually performed in connection with the matters involved calculated on the basis of the usual fee charged by the attorneys performing such services and shall not be limited to "reasonable attorneys' fees" as defined in any statute or court rule.