

# Evergreen Packaging Group Inc.

# Credit Application <sup>1</sup>

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Also Doing Business As \_\_\_\_\_ Parent Co. \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Business \_\_\_\_\_

Credit Line Requested \$ \_\_\_\_\_ Terms Requested \_\_\_\_\_

Date Company Established \_\_\_\_\_ D&B No. \_\_\_\_\_

Number of Employees \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_

## Names of Principals /Owners of Firm/Contacts

President \_\_\_\_\_  Corporation, registered in the State of \_\_\_\_\_

Vice-President \_\_\_\_\_  Partnership Fed. EIN \_\_\_\_\_

Controller \_\_\_\_\_  Sole Proprietorship Soc. Sec. No. \_\_\_\_\_

Accounts Payable \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Purchasing Contact \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

## Bank References

Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Representative \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Account:  Checking  Savings  Credit Line

Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Representative \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Type of Account:  Checking  Savings  Credit Line

## Trade References

Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_ Credit Limit \$ \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_ Credit Limit \$ \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_ Credit Limit \$ \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Company Name: \_\_\_\_\_

**AGREEMENT TO TERMS**

1. **SCOPE OF AGREEMENT:** This Agreement Governs the terms and conditions of your Account(s) with Evergreen Packaging Group Inc.. It is intended to govern all charges on your account(s) made by you or any person authorized to use this (these) account(s). This Agreement and ALL charges on the account(s) are at all times subject to our prior written consent and approval. Nothing in this Agreement shall be constituted as a guarantee or assurance of the extension of credit by Evergreen Packaging Group Inc. to you.
2. **CREDIT LIMIT:** Upon approval of your Evergreen Packaging Group Inc. credit application, we will advise you of the maximum amount of credit you have with Evergreen Packaging Group Inc.. If you exceed that maximum amount of credit without prior approval, you will be in default of this Agreement.
3. **CREDIT TERMS:** All invoices are due within the set time agreed upon from the date of invoice issued by Evergreen Packaging Group Inc. to you. If payment is not received from you within 5 working days of dated invoice, a late payment fee will be charged to the balance due on the invoice(s). This fee will be charged every 30 days to each invoice(s) based on the balance due at that time. The late payment fee shall be an amount of 1.5% per month of the amount not received within 5 working day period or the highest rate allowed by law.
4. **PROMISE TO PAY:** All payments must be mailed to Evergreen Packaging Group Inc., 15110 E Nelson Avenue, Unit A, City of Industry, CA 91744 or to such other location as we from time to time advise. You agree to pay in U.S. Dollars for ALL purchases, including late payment fees and other charges or fees incurred by you or anyone you authorize or permit to use your account(s), even if you do not notify us, Evergreen Packaging Group Inc., that others are using your account(s). All checks must be drawn on funds on deposit in the U.S. We have the right to accept late payments or partial payments or checks and money orders marked "payment in full" without losing any of our rights under this Agreement. You agree to pay Evergreen Packaging Group Inc. a late payment fee in the full permitted under this Agreement or such lesser amount as required by law.
5. **RETURN CHECK FEE:** If any check sent to Evergreen Packaging Group Inc. in partial or full payment on your account(s) is returned by your bank, we have the right to charge a processing fee up to the maximum allowed by law.
6. **SECURITY INTEREST:** By signing this agreement you hereby grant to Evergreen Packaging Group Inc. A security interest under the California Commercial Code in all goods charged to your account(s). If you do not make payments on your account as agreed, the security interest allows Evergreen Packaging Group Inc. to repossess only the goods that has not been paid in full. You are responsible for any loss or damage to the goods until the amount on the invoice issued by Evergreen Packaging Group Inc. has been paid for in full. You agree to sign and deliver such documents as we may reasonably request, including a UCC-1 Financing Statement, to complete, or consummate any transaction contemplated herein. This agreement shall constitute a security agreement within the meaning of the California Commercial Code or any equivalent statutes of any other state, which might be applicable.
7. **DEFAULT-COLLECTION COSTS:** If you make a false statement on your application, do not make payments to your account(s) by the DUE DATE or seek protection in bankruptcy, it WILL be considered a default. If you default under this agreement in any way, Evergreen Packaging Group Inc. shall be entitled to exercise any and all remedies allowed under California Commercial Code and under applicable California law. If your

account(s) is referred to an attorney and or collection agency and we, Evergreen Packaging Group Inc., prevail in a suit against you to collect the amount you owe. In addition to the full amount owed, any court costs, you agree to pay our reasonable attorneys fees and or collection fees, or applicable laws may permit such lesser amount as.

- 8. **CHANGE IN TERMS OR FEES:** To the fullest extent permitted by applicable laws, we reserve the right to change any term or part of the agreement, including the amount and method of calculating the late payment fees, by sending you a 10 day written notice, and to apply any such changed terms to the balance(s) of the account(s) at the time of change, as well as, to future balance(s).
- 9. **CANCELLATION:** We cancel this agreement as it relates to future purchases at any time.
- 10. **GOVERNING LAW:** the laws of the State Of California shall govern this agreement.
- 11. **CHANGE OF ADDRESS:** you will inform Evergreen Packaging Group Inc. of any change of address.
- 12. **CREDIT INVESTIGATION AND DISCLOSURE:** By signing this agreement, you are hereby authorizing Evergreen Packaging Group Inc. to investigate your credit and income records and the right to verify your credit references. We may provide, with reason, information about your credit with Evergreen Packaging Group Inc. and other experiences with you to credit bureaus and other interested parties, as the case may be. This will be done reasonably and respectfully.
- 13. **CREDIT AUTHORIZATION:** Some purchases will require our prior authorization and you may be required to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happen. We are not responsible for the refusal of anyone to accept or honor your credit.
- 14. **WARRANTIES:** Nothing contained herein shall constitute a warranty or representation on the part of Evergreen Packaging Group Inc. as to merchantability or fitness for a particular use of any product purchased by you.
- 15. **ASSIGNMENT OF ACCOUNT(S):** You are NOT permitted to assign or transfer your rights under this agreement to any party(s) without prior written consent of Evergreen Packaging Group Inc.. We may sell or assign all or any part of your account(s) to another creditor without any further notice to you.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Sales Tax Exempt? YES / NO If yes, please attach valid Resale Certificate(s) to avoid taxation**

**Release Authorization for Credit Information**

In consideration of the extension of credit by Evergreen Packaging Group Inc. to us, we agree to promptly pay all bills in accordance with the terms expressed on the invoice, from date of invoice. Evergreen Packaging Group Inc. at its sole discretion may at any time cease further extensions of credit to Applicant. Applicant agrees to promptly notify Evergreen Packaging Group Inc. of significant changes in any information supplied as bulk transfers, address and/or officer changes.

This is our authorization for Evergreen Packaging Group Inc. to contact the references provided for information required to consider granting credit privileges. My signature below signifies approval for my bank and creditors to respond to any credit inquiries.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**To Credit Applicant:** Please complete PART 1 and submit to your bank to complete PART 2 then have the bank fax the completed form directly to our office at 626-628-1707. Thank you!

**PART 1 (For credit applicant to complete)**

**To:**

Bank Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Attn: \_\_\_\_\_  
 Tel # \_\_\_\_\_  
 Fax # \_\_\_\_\_

**From:**

Company Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Account # \_\_\_\_\_

**Regarding: Bank Reference Verification**

**Dear Bank Officer:**

I hereby request that you release the information on my account as requested below to Evergreen Packaging Group Inc. for the purpose of establishing credit account. Please complete PART 2 and fax this form back to: **626-628-1707**. In the event your institution has a fee or charge for this service, you are authorized to debit my account for that fee amount. Thank you for your cooperation.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Print Name: \_\_\_\_\_

**Part 2 (For bank to complete and fax back to (626-628-1707))**

Account No. \_\_\_\_\_ Type of Account \_\_\_\_\_ Since \_\_\_\_\_

The subject is:  A valued customer with good reputation and financial responsibility.  
 Honest and reliable but short in capital.  
 A new customer – our experience is limited.

Average Balance:  Low  3 Figures  
 Medium  4 Figures  
 High  5 Figures and higher

Issue insufficient checks?:  Does  Does Not  
 Maximum Credit Recently Extended: Secured \$ \_\_\_\_\_ Unsecured \$ \_\_\_\_\_

Comments: \_\_\_\_\_

Above information are given by: \_\_\_\_\_

Bank Stamp or Authorized Signature Date Telephone No.