

FLO-PAC, LLC
CREDIT APPLICATION

APPLICATION FOR CREDIT ACCOUNT

_____ ("Customer") hereby makes application with FLO-PAC, LLC (the "Company") for a credit account.

Customer hereby certifies that the credit and other information supplied to the company on this application are true and complete. Customer also authorizes the company to verify this information by contacting the businesses and individuals named, to determine the customer's credit worthiness.

In consideration for the company's extension of credit to the Customer, Customer hereby agrees to the following terms and conditions, which shall pertain to all purchases Customer:

1. All charges are due and payable 30 days after the date of invoice. After 30 days, monthly interest will be charged at the rate of 1-1/2%, this will amount to 18% per annum, compounded annually.
2. Lost or damaged freight claims must be filed by customer, with carrier.
3. "Short shipped" claims must be made within (5) days of receipt of goods.
4. Materials supplied on special order, as so determined by manufacturer, is not returnable.
5. A minimum of 15% handling charge will be assessed on returnable goods.
6. In the event of nonpayment of invoices (or interest charges) so that it becomes necessary for the Company to refer collection to an attorney, Customer agrees to pay (in addition to amounts due) any and all cost incurred by the Company in connection with such action, including reasonable attorney fees.

7. **Company makes no warranties, expressed or implied, and any warranties of merchantability or fitness for a particular purpose are specifically excluded. Warranties on all products are limited to those provided by the respective manufacturer(s) of the products(s).**

APPROVED BY COMPANY

Title

Date

Customer's Full Legal Name

Signature

Printed Name

Title

Date

FLO-PAC, LLC
CREDIT APPLICATION

LEGAL NAME OF BUSINESS _____

CHECK ONE:
() Corporation
() Limited Partnership
() General Partnership
() Sole Proprietorship

Db-a-if different than legal name _____

_____ Years at this address
_____ Years in business

Address _____

_(_____)_____
Area Code Telephone Number

City State Zip _____

_(_____)_____
Area Code Fax Number

Your Dun & Bradstreet Number _____

If corporation, list officers; if Limited Partnership, list general partner(s); if General Partnership, list partners, if Sole Proprietorship, give owner:

1. _____
Name and title Address Phone #
2. _____
Name and title Address Phone #
3. _____
Name and title Address Phone #

DOES BUSINESS HAVE A TAX EXEMPT OR RESALE NUMBER? () YES () NO (If yes, please attach a resale or exemption certificate).

YOUR BANK: _____ ADDRESS _____

Bank officer contact _____ Phone# _____ A/C# _____

LIST **THREE** REFERENCES BELOW:

1. _____
Business Name Telephone Number Account No.

Complete Address
2. _____
Business Name Telephone Number Account No.

Complete Address
3. _____
Business Name Telephone Number Account No.

Complete Address

FLO-PAC, LLC
CREDIT APPLICATION
INDIVIDUAL PERSONAL GUARANTY

In consideration of extensions of credit by Flo-Pac, LLC. to _____ (Applicant"), I/We, _____, hereby personally and unconditionally guarantee to Flo-Pac, LLC., its successors and assigns, the full and prompt payment, when due, of all present and future obligations of indebtedness of the Applicant to Flo-Pac, LLC. I/We also personally guarantee payment of all costs incurred by Flo-Pac, LLC by reason of the default of the Applicant, including all reasonable attorney's fees. Said reasonable attorney's fees are to be calculated as 20% of the balance due.

I/We waive notice of acceptance of this Guaranty, and notice of any default by the Applicant. I/We agree that Flo-Pac, LLC. may, without notice and without affecting my/our liability under this Guaranty, enter into transactions with the Applicant, modify the terms of any agreements between Flo-Pac, LLC. and the Applicant, grant extensions of time of credit to the Applicant, and compromise, release, or assign any rights with respect to (1) the Applicant, (2) myself/ourselves, (3) any other guarantor of the Applicant's obligation and/or indebtedness to Flo-Pac, LLC., or (4) any collateral held by Flo-Pac, LLC. as security under agreements between Flo-Pac, LLC. and the Applicant. I/We agree to be bound by the Terms and Conditions of Sale attached to the Account Application.

Where there are one or more other guarantors of the Applicant's indebtedness or obligations to Flo-Pac, LLC. I/We agree that my/our liability shall be joint and several.

It shall not be necessary for Flo-Pac, LLC. in order to enforce this Guaranty, to first proceed against the Applicant, nor shall Flo-Pac, LLC. have any obligation to perfect or protect any security interest or other rights it may have in any collateral.

In the event the account of Applicant is Ninety (90) days in arrears, I/We guarantor(s), hereby authorize any attorney designated by Flo-Pac, LLC. to appear in any Court of Record and waive the issuance and service of proceeds and confess judgment against me/us individually, hereby waiving all exemptions, for the full amount then appearing due under Applicant's open account together with costs of suit and reasonable attorney's fees of twenty percent (20%) of total amount so confessed.

I/We stipulate that this Guaranty is being executed exclusively for commercial business purposes and not for any consumer purpose within the meaning of the Commercial Law Article of the Annotated Code of Maryland and any other applicable consumer protection law or statute.

This Guaranty is a continuing guaranty of payment, not of collection, and shall remain in force until revoked by me/us by notice in writing to Flo-Pac, LLC. However, such revocation shall be effective only as to those obligations or indebtedness of Applicant which arise out of transactions entered into after receipt of notice of revocation by Flo-Pac, LLC. This Guaranty is a primary and unconditional obligation, and covers all existing and future obligations or indebtedness of the Applicant to Flo-Pac, LLC.

IN WITNESS WHEREOF, I/We voluntarily signed this Guaranty under seal this _____ day of _____, 20____

Guarantor (SEAL)

Witness

Home Address

Witness

Spouse or other Co-Guarantor