

NEW ACCOUNT / CREDIT APPLICATION / TERMS & CONDITIONS

For Net Terms Include:

- Company Information
- Resale Certificate / Tax Exemption Form/ Multi-Jurisdiction Form
- Company Credit Sheet (3 Industry Trade References and Banking Information)

For Credit Card Include:

- Company Information
- Resale Certificate / Tax Exemption Form/ Multi-Jurisdiction Form
- Your Account Manager will call you for your card information.

COMPANY INFORMATION

DUNS #: _____

Corporate Information _____ Proprietorship _____ Partnership _____ LLC _____ Corporation _____ State of Inc. _____
 Your Arlington Contact: _____ Requested Credit Limit \$ _____
 Corporate Legal Name: _____
 Proprietor Name/DBA: _____
 Phone Number: _____ Fax Number: _____
 Street Address: _____
 City: _____ State: _____ ZIP: _____
 Billing Address: _____
 City: _____ State: _____ ZIP: _____
 Federal ID Number: _____ (attach w-9)

PRINCIPAL, OFFICER OR OWNER: _____ yrs in Business

Name: _____ Title: _____
 SSN if Sole Proprietor/Partnership: _____

PURCHASING CONTACT:

Name: _____ Title: _____
 Email: _____

ACCOUNTS PAYABLE CONTACT:

Name: _____ Title: _____
 Email: _____

*** Please note: ARLINGTON requires a valid A/P email address for PDF invoices. It is assumed that all customers will accept paperless invoices unless otherwise requested.**

It is the essence of this application that the information contained herein is true and correct and that ARLINGTON relies on such information. Applicant authorizes the banks and trade references listed herein to provide credit information and that this application shall be sent to references included. No orders will be processed until this application is filled out completely signed by **Officer of the Company**, and all necessary forms are received by Arlington's Credit Department.

Print Name

Applicant's Signature

Title

Date

TRADE REFERENCES/BANK INFORMATION (Trades must be in Office Products Industry)

Three (3) Industry Trade References:

1. Company Name:	_____	Contact Person:	_____
Phone:	_____	Fax Number:	_____ City/State: _____
Terms:	_____	Credit Limit:	_____ Email: _____
2. Company Name:	_____	Contact Person:	_____
Phone:	_____	Fax Number:	_____ City/State: _____
Terms:	_____	Credit Limit:	_____ Email: _____
3. Company Name:	_____	Contact Person:	_____
Phone:	_____	Fax Number:	_____ City/State: _____
Terms:	_____	Credit Limit:	_____ Email: _____

Bank References:

1. Name:	_____	Account Number:	_____	Phone #:	_____
Address:	_____	City:	_____		
State:	_____	ZIP:	_____	Contact:	_____

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Arlington Industries, Inc

Address: 1616 Lakeside Drive, Waukegan, IL. 60085

I certify that:

Name of Firm (Buyer): _____

Address: _____

is engaged as a registered

Wholesaler

Retailer

Manufacturer

Seller (California)

Lessor (see notes on pages 2-4)

Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service¹ to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: _____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL ¹	_____	MO ¹⁶	_____
AR	_____	NE ¹⁷	_____
AZ ²	_____	NV	_____
CA ³	_____	NJ	_____
CO ⁴	_____	NM ^{4,18}	_____
CT ⁵	_____	NC ¹⁹	_____
DC ⁶	_____	ND	_____
FL ⁷	_____	OH ²⁰	_____
GA ⁸	_____	OK ²¹	_____
HI ^{4,9}	_____	PA ²²	_____
ID	_____	RI ²³	_____
IL ^{4,10}	_____	SC	_____
IA	_____	SD ²⁴	_____
KS	_____	TN	_____
KY ¹¹	_____	TX ²⁵	_____
ME ¹²	_____	UT	_____
MD ¹³	_____	VT	_____
MI ¹⁴	_____	WA ²⁶	_____
MN ¹⁵	_____	WI ²⁷	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: _____

(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

ARLINGTON INDUSTRIES TERMS & CONDITIONS

In consideration of Arlington Industries Inc ("Arlington Industries"), accepting Customer's application for credit and in consideration of any extension of credit by Arlington Industries to Customer, and the sale of any goods to Customer, intending to be legally bound hereby, Customer agrees as follows:

1. The Customer hereby represents that the information herein contained is true and correct and hereby authorizes Arlington Industries to contact the designated references as well as any or all appropriate credit bureaus for information pertaining to the credit worthiness and financial responsibility of the Customer.
2. Arlington Industries may, but shall not be bound to, extend credit to Customer in its sole discretion and in its sole discretion may modify or withdraw at any time credit terms extended by it to Customer.
3. Terms and Conditions of Sale - Terms are Net 30 with approved credit. Any sale of goods by Arlington Industries to Customer shall be governed solely by these Terms and Conditions and the Terms and Conditions appearing in the sales catalog, on the invoice from Arlington Industries or as otherwise established from time to time by Arlington Industries. Any additional or different conditions of sale appearing in Customer's purchase order form or elsewhere are hereby superseded by Arlington Industries' conditions of sale, unless agreed to in writing, by the duly authorized representative of each party.
4. Security Agreement - Customer hereby grants to Arlington Industries and Arlington Industries retains a purchase money security interest in all goods sold (whether now or hereinafter) by Arlington Industries to Customer together with a security interest in all proceeds thereof. Customer authorizes Arlington Industries to file in all appropriate public registries a UCC financing statement to perfect its security interest. The obligations of the Customer are not assignable without the written consent of Arlington Industries.
5. Limitation of Liability & Disclaimer of Warranty - Except as provided separately in writing by Arlington Industries, the goods are being provided "as is" without warranty of any kind. Distributor hereby disclaims all warranties, whether express or implied, oral or written, with respect to the goods including, without limitation, all implied warranties of title, non-infringement, merchantability or fitness for any particular purpose and all warranties implied from any course of dealing or usage of trade. Further, to the maximum extent permitted by applicable law, Arlington Industries' cumulative liability to customer for any claim(s) arising under this agreement or relating to the goods, whether in contract, tort, indemnity, or other theory of liability, shall be limited to the purchase price of the goods affected by such claims, and in no event shall Arlington Industries' cumulative liability to customer exceed the total purchase price of such goods affected by such claim(s) in the three months prior to such claim(s) arising. In addition, to the maximum extent permitted by applicable law, in no event shall Arlington Industries be liable to customer for lost profits, loss of use or indirect,

ARLINGTON INDUSTRIES TERMS & CONDITIONS

- special, incidental or consequential damages for any claim(s) related to the goods, whether in contract, tort or any other theory of liability, even if advised of the possibility of such damages.
6. Interest on Late Payment - In the event that any obligation of Customer to Arlington Industries is not paid on the due date thereof, Arlington Industries shall be entitled to charge Customer interest on the full amount of the unpaid obligation at a rate of 1.5% per month (18% per annum), but not in excess of the lawful maximum, commencing on the due date of the obligation and continuing until the obligation is paid in full.
 7. Attorney/Collection Fees - In the event Arlington Industries shall determine, in its sole discretion, to use the services of any attorney/collection agency to collect any past due obligations of Customer, Customer agrees to pay, in addition to the past due obligations, reasonable attorney/collection fees.
 8. Past Due Accounts - Open account terms will be suspended if invoices are not paid within specified terms and subsequent orders may be held until the account is paid current. A \$25 handling charge will be assessed on all returned checks.
 9. Governing Law and Consent to Jurisdiction - This Agreement and the Terms and Conditions and any and all dealings between Arlington Industries and Customer shall be construed as having been made or to have taken place in the County of Mecklenburg, State of North Carolina, without regard to its principles of conflict of laws and no other jurisdiction. In the event of any dispute between Arlington Industries and Customer arising out of or in connection with the Agreements, all actions or disputes shall be brought and tried only in the County of Mecklenburg, State of North Carolina and violation of this covenant will bar recovery by Customer in any other court.
 10. Access our online bill pay website at <https://ww2.e-billexpress.com/ebpp/arlington/> or remit payment to
Arlington Industries
PO Box 601029
Charlotte NC 28260-1029