



Application for Credit

Company Name: _____	Date: _____
Address: _____	
City: _____	State: _____ Zip Code: _____
ACCOUNTS PAYABLE Address (if different):	
ACCOUNTS PAYABLE CONTACT: _____	PHONE #: _____
FAX #: _____	E-mail: _____
NUMBER of EMPLOYEES HERE: _____	TOTAL NUMBER of EMPLOYEES: _____ SALES VOLUME \$: _____
CREDIT LINE REQUESTED \$ _____	NO. OF YEARS IN BUSINESS UNDER THIS NAME: _____
INFORMATION PROVIDED By: _____	Title: _____
AAC SALESMAN: _____	

All items in the above portion must be filled out in order to process your credit application

Type of Business:	<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Corporation in State of _____
	<input type="checkbox"/>	Subsidiary	<input type="checkbox"/>	Division	FEDERAL ID #: _____	
NAME of OWNER: _____				NAME of OWNER: _____		
Title: _____ SS#: _____				Title: _____ SS#: _____		
HOME Address: _____				HOME Address: _____		
PHONE #: _____				PHONE #: _____		

BANK REFERENCE

BANK NAME: _____	CHECKING Acct# _____
Address: _____	
PHONE #: _____	FAX #: _____
CONTACT: _____	E-mail: _____

PLEASE FAX TO CREDIT DEPARTMENT AT: (305) 887-6109.



CREDIT REFERENCE # 1

COMPANY NAME: _____ ACCT #: _____
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 PHONE #: _____ FAX #: _____
 E-mail: _____

CREDIT REFERENCE # 2

COMPANY NAME: _____ ACCT #: _____
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 PHONE #: _____ FAX #: _____
 E-mail: _____

CREDIT REFERENCE # 3

COMPANY NAME: _____ ACCT #: _____
 ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
 PHONE #: _____ FAX #: _____
 E-mail: _____

NOTE TO APPLICANT: OUR ORIGINAL CREDIT APPLICATION MUST BE SIGNED BY A COMPANY OFFICER/OWNER WITH A COPY OF THE SALES TAX CERTIFICATE, AND RETURNED TO ALL AMERICAN CONTAINERS, INC. COMPLETELY FILLED OUT. YOU MAY SUBMIT A FORM WITH YOUR REFERENCES ATTACHED.

ALL STATEMENTS MADE HEREIN ARE TRUE AND ACCURATE TO THE BEST OF OUR KNOWLEDGE. WE AUTHORIZE THE ABOVE COMPANY TO MAKE ANY AND ALL INQUIRIES NECESSARY FOR ACTION ON THIS CREDIT APPLICATION. WE HEREBY INDEMNIFY THE ABOVE COMPANY AND ITS AGENTS, FOR ANY LIABILITY RESULTING FROM THE CREDIT SURVEY.

AUTHORIZED SIGNATURE _____ TITLE: _____ DATE: _____

GUARANTEE:

GUARANTOR(S) WILL ASSUME LEGAL RESPONSIBILITIES FOR COMPANIES INCURRED DEBTS IN THE EVENT SAID COMPANY(S) DEFAULT ON THEIR ACCOUNT.

X _____
 (GUARANTOR SIGNATURE)

DATE: _____

X _____
 (PRINT NAME)

DATE: _____

X _____
 (WITNESS)

DATE: _____



CUSTOMER: _____
Address: _____
City, STATE, Zip: _____

BANK AUTHORIZATION FORM

REGARDING YOUR RECENT REQUEST FOR CREDIT CONSIDERING YOUR PRESENT ORDER WITH All AMERICAN CONTAINERS, INC. THE BANK REQUIRES WRITTEN AUTHORIZATION FROM THE CREDIT MANGER PRIOR TO RELEASING RELEVANT CREDIT INFORMATION.

PLEASE COMPLETE THIS AUTHORIZATION FORM AND RETURN IT WITH YOUR CREDIT APPLICATION.

DATE: _____
BANK NAME: _____
ACCOUNT No: _____

I GIVE MY PERMISSION FOR THE RELEASE OF INFORMATION CONCERNING MY ACCOUNT AS REQUESTED BELOW.

CREDIT MANGER SIGNATURE

CREDIT MANGER PRINT NAME

*****BANK ONLY*****

DATE ACCOUNT OPENED: _____
STANDING: _____
NSF CHECKS: _____
AVERAGE BALANCE: _____
INFORMATION PROVIDED BY: _____

PLEASE FAX TO CREDIT DEPARTMENT AT: (305) 887-6109

TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES OF GOODS AND MATERIALS WHETHER MADE PURSUANT TO ORAL OR WRITTEN ORDERS TO SELLERS REPRESENTATIVES. THESE TERMS AND CONDITIONS REPRESENT THE FINAL AND COMPLETE AGREEMENT OF THE PARTIES AND NO TERMS OR CONDITIONS IN ANY WAY MODIFYING OR CHANGING THE PROVISIONS STATED HEREIN SHALL BE BINDING UPON SELLER UNLESS MADE IN WRITING AND SIGNED AND APPROVED BY SELLER. NO MODIFICATION OF ANY OF THESE TERMS SHALL BE EFFECTED BY SELLERS SHIPMENT OF GOODS FOLLOWING RECEIPT OF BUYERS PURCHASE ORDER, SHIPPING REQUEST, OR SIMILAR FORMS CONTAINING PRINTED TERMS AND CONDITIONS ADDITIONAL TO OR DIFFERENT FROM THE TERMS HEREIN.

This delivery becomes a contract and is firm, binding and non-cancellable. Purchaser agrees to pay any and all court costs, attorney(s) fees and interest in connection with any legal services incurred by the Seller, or any suit brought by the Seller, including any fees and costs incurred on appeal, covering any goods or merchandise under this delivery. Title, benefit, ownership, right of possession and risk of loss with respect to the goods described herein shall remain with the Seller until: (a) discharged overseas from overseas vessel, aircraft at the port, or point of entry of the country, outside the United States, at which Purchaser has specified delivery; (b) if transported other than by overseas vessel or aircraft, until such goods arrive in the country outside the United States to which purchaser has special delivery or the manner of payment or method of shipment, shall not in any way limit or modify the rights of the Seller as the legal owner of the goods to have control over and right of possession during the course of shipment and until title is transferred as aforesaid. All shipments are made on the basis of {No Arrival No Sale}; and the Seller assumes no obligation that the goods will arrive unless the Seller has caused the non-arrival. The base price to the Purchaser shall be increased to include the actual cost of transportation, insurance, forwarding and other costs of exportation from the overseas shipping point to the point where title, benefit, ownership, right of possession, and risk of loss pass to the Purchaser as stated above. The Seller provides free laboratory service and technical advice to assist in determining the adequacy of packaging products for the particular purpose and use contemplated by its Purchaser; however, Purchaser must request such service prior to serving a purchase order or accepting the delivery of the goods pursuant to this contract. The Seller, having no control over the Purchaser's operations, cannot guarantee any results. The Purchaser is cautioned to satisfy itself that the goods covered by this invoice are suitable for its purpose.

DISCLAIMER OF WARRANTIES: THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. SELLER EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. ALL GOODS SOLD HERETO ARE "AS IS" OR "WITH ALL FAULTS".

The Seller is disclaiming responsibility for damage or injury resulting from the use of the goods or merchandise set forth in this invoice. Seller shall not be liable for incidental, consequential, or special damages or expenses, directly or indirectly, arising from the sale, handling, or use of the goods, or from any other cause relating thereto, and Seller's liability in any case is expressly and exclusively limited to replacement (in the form originally shipped) of goods or any parts thereof not complying with this agreement, or at Seller's election, to the repayment of, or crediting Purchaser with, an amount equal to the purchase price of such goods, whether such claims are for breach of warranty, negligence, or other. Any claim defect in material or workmanship shall be deemed waived by Purchaser unless submitted to Seller in writing within ten (10) days from the date it was, or by reasonable inspection should have been, discovered by Purchaser. Purchaser agrees to indemnify and hold Seller harmless from any claims of Purchaser's customers regarding the goods or its contents. All bills are payable and due in accordance with terms herein indicated and Purchaser agrees to pay interest at the rate of 18% per annum on all past due amounts. This contract shall be construed and interpreted according to the laws of the State of Florida without reference to conflicts of law provisions. The parties hereby consent to the exclusive jurisdiction of the courts of competent jurisdiction in Miami-Dade County, Florida. The parties expressly exclude application of the United Nations Convention on the International Sale of Goods (CISG).

JURY WAIVER: THE PARTIES HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIMS IN LAW OR EQUITY.

**ACCEPTANCE OF SALES
TERMS AND CONDITIONS**

PURCHASER NAME: _____ (“PURCHASER” OR “YOU”)
DATE: _____
Address: _____
City, STATE AND Zip Code: _____

As part of the Application for Credit with All American Containers Inc (“Seller”), you are hereby given notice that Seller sells goods and specially manufactured goods (collectively “goods”) pursuant to certain Terms and Conditions (“Terms and Conditions”) which are listed on the back page of each and every invoice, are incorporated into the invoice, and which are material to Seller to consider providing credit terms to and transact business with the Purchaser. These Terms and Conditions are listed on the following page attached for your review and are incorporated herein by reference.

The Purchaser agrees that it will not alter, revise, change, or limit any of these Terms and Conditions or add additional terms or conditions by your purchase order(s) or other documents delivered to purchase goods from Seller (“Order”), and you agree that any terms or conditions that may be contained in your Order will not conflict with any of the Terms and Conditions listed on the following page, or such Terms and Conditions as may be amended or revised from time to time by Seller and for which will be attached to any invoice from Seller. The Terms and Conditions of Seller as published on its website or as attached to any invoice delivered to you controls and is superior to any terms and conditions listed in your Order and you agree that any terms or conditions in your Order will not be part of the agreement for sale between the Purchaser and Seller if those terms or conditions in the Order conflict, directly or indirectly, with the Terms and Conditions. There is no obligation by Seller to accept any Order that may contain additional terms and conditions that may alter any of the Terms and Conditions.

The execution of this document by Purchaser evidences your acceptance of the Terms and Conditions set forth on the attached page and your acceptance of those Terms and Conditions that may be set forth or are set forth in the website of Seller or as set forth in the website of All American Containers, Inc. (www.americancontainers.com/docs/TermsandConditions), or as set forth in any invoice you receive from Seller for each and every purchase with Seller. These Terms and Conditions shall remain valid and enforceable for any transaction or agreement for the sale of goods between Purchaser and Seller unless or until such time that these Terms and Conditions are cancelled or modified by Seller in writing. There is no waiver of this Agreement or the Terms and Conditions if Seller should delay or does not enforce its rights under this Agreement or Terms and Conditions, or the Seller does not provide notice of acceptance of any Order.

PURCHASER NAME: _____
By: PRINT NAME: _____
Its: PRINT Title: _____