



CREDIT APPLICATION AND AGREEMENT FOR CREDIT SALES

To **GOLDEN WEST PACKAGING GROUP LLC**: For the purpose of procuring and establishing credit, from time to time, the undersigned Applicant furnishes the following information. A Financial Statement may be required. Applicant represents and warrants said information is true and correct and a true and complete statement of its financial condition.

APPLICANT: BUSINESS AND CORPORATE NAME					APPLICATION DATE	
1. BUSINESS STREET ADDRESS			BILLING ADDRESS: STREET OR P.O. BOX			
2. CITY		STATE	ZIP	CITY		STATE
3. BUSINESS TELEPHONE NO.		FAX #.	YEAR BUSINESS WAS ESTABLISHED		NUMBER OF EMPLOYEES	
4. EMAIL ADDRESS			FED TAX ID#		<input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLC	
5. ANNUAL SALES ESTIMATE		PEAK SALES CREDIT REQUEST	D&B Number	DESCRIPTION OF BUSINESS INDUSTRY		BUSINESS BUILDING IS <input type="checkbox"/> OWNED <input type="checkbox"/> RENTED

OWNERS (IF APPLICANT IS A SOLE PROPRIETOR OR PARTNERSHIP) OFFICERS (IF A CORPORATION)

7. NAME		TITLE	HOME ADDRESS	HOME PHONE NO.
8. NAME		TITLE	HOME ADDRESS	HOME PHONE NO.
9. NAME		TITLE	HOME ADDRESS	HOME PHONE NO.

BANK OR SAVINGS AND LOAN ASSOCIATION:

10. NAME		BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT
11. NAME		BRANCH ADDRESS	ACCOUNT NO.	TYPE OF ACCOUNT

APPLICANT'S PRINCIPAL CREDIT REFERENCES (LIST AT LEAST THREE)

12. NAME		ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
13. NAME		ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
14. NAME		ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING
15. NAME		ADDRESS, CITY, STATE & ZIP	PHONE NUMBER	AMOUNT OWING

16. Has Applicant or any of its Owners, Principals, Partners, Officers, or Directors ever file a voluntary petition in bankruptcy, been adjudged bankrupt, or made an assignment for the benefit of creditors? YES NO

17. Are taxes owed by Applicant to any taxing authority past due? YES NO Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principals, Partners, Officers, or Directors within the past six years?

18. Is Applicant or any of its Owners, Principals, Partners, Officers, or Directors, a guarantor or endorser of debts or notes owed by others? YES NO
Please detail below.

APPLICANT: 1) Please complete and sign the reverse side of this form, 2) Please attach a current financial statement.

SPACES BELOW ARE FOR GOLDEN WEST PACKAGING GROUP LLC. USE ONLY

SALES REP.	DATE SUBMITTED	LOCATION	CREDIT LIMIT REQUESTED	CREDIT LIMIT APPROVED	CREDIT MGR APPROVAL	APPROVAL DATE
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AGREEMENT

In consideration of Golden West Packaging Group LLC., and all assumed or fictitious names under which it does business, and all of its affiliates, parents, subsidiaries, and related companies, (hereinafter collectively Seller) extending credit to the Applicant, Applicant agrees to pay for all items delivered to or at the request of the Applicant 30 days after invoice date following purchase. The applicable cash discount may be taken if Seller's invoice is paid not later than 10 days after invoice date. All accounts are due and payable at the remittance address shown on the Seller invoice. Applicant acknowledges that a monthly service charge may be issued on all sums due to Seller, which have not been paid within thirty (30) days from the invoice date, and Applicant agrees to promptly pay said service charge. The service charge shall be 1½ % per month, but not to exceed the highest amount lawfully allowed by contract in the state in which this application is executed; it shall be issued on the thirty-first (31st) day after the original invoice date; and an additional service charge, computed on the same basis, shall be made every thirty (30) days thereafter. Waiver of any one or more service charges shall not be deemed to be a waiver of future service charges. Applicant further agrees with regard to such service charges, Applicant and Seller are parties to a written contract. Applicant agrees to notify Seller in writing of any changes in ownership or status of ownership and further agrees that, notwithstanding any change in ownership, status of ownership, business form or entity, all charges incurred will remain the responsibility of Applicant unless agreed to by Seller in writing.

By his signature hereon, Applicant agrees that each of the terms and conditions of sale stated on the front of the Seller's invoice shall be a term of the contract of each sale from Seller to Applicant. Any deviation from standard terms shall be in writing.

In case of any default in relation to any transactions made pursuant to this Application, Applicant shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review or reconsideration thereof, and any such fees or costs incurred after any award or judgment is entered. Jurisdiction and venue for any legal action, whether suit is brought by Seller or Applicant, shall be in the County of Sacramento, California. This Application shall be governed by and construed in accordance with the law of the jurisdiction in which Seller elects to bring an action without resort to principles of conflicts of law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this agreement will continue in full force and effect. The undersigned warrants that the above agreement has been carefully read and the Applicant understands the same.

BY SIGNATURE BELOW, APPLICANT EXPRESSLY AGREES TO ALL THE TERMS OF THE APPLICATION AND TO THE FOLLOWING:

Initial _____ 1. Applicant authorizes Seller to obtain credit and financial information concerning Applicant at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.

Initial _____ 2 **(Sole Proprietor or Partnership Only)** The undersigned expressly consent(s) to Seller obtaining credit and financial information concerning Applicant and/or a consumer credit report on _____ (Sole Proprietor/Partner) at any time and from any source for the purpose of evaluating Applicant's creditworthiness in connection with this Application.

Signed by: _____	Sole Proprietor/Partner
_____	_____
Authorized Signature	Signature of individual named in #2 above.
Name: _____	Name: _____
Title: _____	Address: _____

	SSN: _____

PERSONAL GUARANTY

The undersigned, jointly and severally, in consideration of the monthly billing privileges **requested by the Applicant**, do hereby unconditionally guarantee and promise to pay any and all obligations of said Applicant which have in the past or may in the future be owing to the Seller on open-account or otherwise, including without limitation service charges. The undersigned agree to all the terms of the aforementioned Sales Agreement. The undersigned waive any right to require Seller to proceed against Applicant or pursue any other remedy and any statute of limitations pertaining hereto; and the undersigned further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor and notices of acceptance of this Guaranty and of the incurrence or modification of existing or additional indebtedness. No delay in the enforcement of this Guaranty shall affect the liability of any of the undersigned. In case Seller enforces the Guaranty, the undersigned, jointly and severally, shall pay Seller's reasonable attorneys' and collection fees and costs, whether or not any action is filed, including without limitation such fees and costs related to collection, arbitration, trial and on any appeal, review, or reconsideration thereof, and such fees and costs incurred after any award or judgment is entered. The undersigned, jointly and severally, agree to the same jurisdiction and venue for any legal action on this Guaranty as agreed to by Applicant above in the Agreement, with Seller having the sole right to choose venue for any particular dispute. If any provision of this Guaranty is held to be invalid, illegal or unenforceable, the remainder of this Guaranty will continue in full force and effect

The undersigned Guarantor(s) authorize Seller to obtain a consumer credit report on Guarantor(s) at any time and from any source for the purposes of evaluating their creditworthiness.

Signed by: _____	Signed by: _____
_____	_____
Guarantor	Guarantor
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
SSN: _____	SSN: _____



GOLDEN WEST PACKAGING GROUP

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER / COMPANY

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER / COMPANY

TELEPHONE NUMBER

()

DATE



New Customer Data Sheet

Company Name: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

Accounts Payable Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Purchasing Contact Name: _____

Phone: _____ Fax: _____

Email: _____

Ship to Name: _____

Delivery Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Phone: _____ Fax: _____

Receiving Days: _____ Receiving Hours: _____

Receiving Method (check all that apply): Dock Pallet Jack

Hand Unload Liftgate Forklift Small Truck Only

Can you facility accommodate a 53' trailer? Yes No

Special Instructions: _____



CREDIT CARD PAYMENT REQUEST

Date of Request: _____ Must Charge Before Shipping

Company: _____

Card Type: Visa MasterCard Amex

Name on Card: _____

Card #: _____ - _____ - _____ - _____

Billing Address: _____

Expires: _____ / _____ Security Code: _____ Zip Code: _____

Payment To Be Applied To The Following Invoices:

Invoice # _____ Invoice # _____

Sub. Tot. _____

Sub. Tot. _____

Less ___% Disc. < _____ >

Less ___% Disc. < _____ >

Sub. Tot. _____

Sub. Tot. _____

+ Tax _____

+ Tax _____

Total Charge: \$ _____

Total Charge: \$ _____

Remarks: _____

CALIFORNIA RESALE CERTIFICATE F.A.Q.

- **What is a California Resale Certificate?**
- As a company conducting business in California, Golden West Packaging Group must charge its customers sales tax when shipping to a location in California unless the product is either resold by the purchaser or is a component of a product that is then resold by the purchaser. In this situation, the purchaser may submit a completed California Resale Certificate to Golden West Packaging Group, allowing us to sell our products without collecting California sales and use tax. The burden for collection of sales tax is thereby passed to the purchaser.
- **Do we have to complete a California Resale Certificate?**
- When a purchaser does not submit a California Resale Certificate for product that will be resold in California, Golden West Packaging Group is required by law to charge sales and use tax.
- **How do we complete the California Resale Certificate?**
- Complete the following sections –
- Company name, address, phone number, and seller’s permit number;
- Products/services your company sells;
- Check off the items you will be purchasing from Golden West Packaging Group that will be resold by your company;
- Date;
- Your name and title.
- **What is a seller’s permit number? Do we have one?**
- All companies engaged in business in California must have a seller’s permit. This includes companies with any physical presence (office, warehouse, distribution) or sales representation in California. If you do not know your seller’s permit number, check with your controller or accountant – they will have quick access to it.
- **You know we resell the products – why do we need to submit a form?**
- The California Department of Tax and Fee Administration conducts audits in which we must prove that valid California Resale Certificates are on file for any purchaser to whom Golden West Packaging Group did not charge sales and use tax.
- **May we provide a copy of our seller’s permit instead of completing the California Resale Certificate?**
- Please do not send us a copy of your seller’s permit. It is necessary to complete and provide us with a California Resale Certificate because a seller’s permit tells us only that you are permitted to engage in business in California; it does not tell us what products you are purchasing from Golden West Packaging Group and then re-selling.
- California Sales and Use Tax: <https://www.cdtfa.ca.gov//formspubs/pub107>