**TO OUR VALUED CUSTOMER:**

Thank you for choosing to do business with All-State Industries, Inc. We look forward to serving your needs. To properly serve you, we ask that new and existing customers complete and update credit applications periodically so that we may have the most up-to-date information on your company and to allow us to properly assess your credit.

Please know that All-State Industries, Inc. considers payment within terms an important part of our ongoing business partnership with your company. Also note that we reserve the right to impose minimum order quantities and dollar amounts per order.

Please review and complete the following information:

• Standard credit application (must be signed by an authorized agent from your company).

• Company Information Sheets.

• Sales tax exemption certificate (if applicable, may substitute your own form if it meets your state’s guidelines – please note that a copy of your state’s tax permit is not sufficient to exempt sales taxes). Sales tax will be charged without this completed form.

• All-State Sales Policy Terms and Conditions.

Thank you again for your business and please contact us if you have any questions or need further information or assistance.

**All-State Industries, Inc. – Accounts Receivable**

Phone: 515.223.5843

Fax: 515.223.1980

E-mail: Accounts.Receivable@all-stateind.com

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant’s income derives from any public assistance program or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, and Washington, DC

20580.

**CREDIT APPLICATION**

Standard terms are Net 30

. Terms are stated on each invoice.

Terms of Sale are covered by All-State’s Sales Policy Terms and Conditions included with this application and which are incorporated herein by reference.

**THIS APPLICATION IS NOT A PERSONAL GUARANTEE.** The agent signing below, on behalf of the Company seeking credit, attests that the Company applying for credit has the financial responsibility, ability and willingness to pay our invoices in accordance with invoice terms. The Company applying for credit agrees to be bound by the terms of this credit application and by All-State’s Sales Policy Terms and Conditions. No assignments shall be permitted without the written consent of All-State Industries, Inc.

Any legal proceedings arising out of any contract made or dealing between the parties may be processed and submitted to a court in the State of Iowa and be governed by the laws of Iowa and we agree to this venue upon the creditor’s request. Service of any process including summons and complaints may be made by registered mail to either party’s address as indicated in this application.

We further understand and agree that interest at the legal maximum rate allowed by law may be assessed on any outstanding balance owed if not paid according to terms agreed to above. We further agree to pay any reasonable attorney fees and costs incurred in the collection of any amounts not paid when due to All-State Industries, Inc.

This application is for the purpose of obtaining credit and we herby authorize All-State Industries, Inc. to investigate the Company’s credit and references and to contact any financial institutions provided pertaining to the Company’s credit.

Name of Company applying for credit Date

Signature of person signing for Company Name Printed & Title

If your application for business credit is denied, you have the right to a written statement of specific reasons for denial. To obtain the statement, please contact the accounting department of All-State Industries, Inc. within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons 30 days from your request.

**COMPANY INFORMATION SHEET**

**LEGAL ENTITY APPLYING FOR CREDIT: NAME:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* BILLING ADDRESS IF DIFFERENT THAN ABOVE:**

**NAME:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* SHIP TO ADDRESS IF DIFFERENT (ATTACH SHEETS IF NEEDED):**

**NAME:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* ACCOUNTS PAYABLE INFORMATION:**

**CONTACT NAME:**

**CONTACT PHONE #: EXT:**

**CONTACT FAX #:**

**CONTACT E-MAIL:\_**

**PREFERRED INVOICE DELIVERY METHOD (select one):**

**Mailed to Billing Address listed above.**

**Faxed to number>>**

**E-mailed to>>**

**WAT IS YOUR DUN & BRADSTREET NUMBER?**

**IN WHAT STATE ARE YOU INCORPORATED?**

**WHAT TYPE OF BUSINESS ENTITY IS YOUR COMPANY?**

 **SOLE OWNER PARTNERSHIP**

**CORPORATION**

 **LLC LLP NOT FOR PROFIT GOVERNMENT**

**WHAT IS YOUR FEDERAL IDENTIFCATION NUMBER?**

**TRADE REFERENCES:**

**\*\*\*PLEASE ATTACH ANY STANDARD CREDIT SHEET YOU MAY HAVE OR ALTERNATELY, THE FOLLOWING LISTING OF TRADE REFERENCES**

**AND FINANCIAL INSTITUTIONS YOU WOULD LIKE TO HAVE CONSIDERED IN EVALUATING YOUR CREDIT\*\***

**TRADE OR CREDIT REFERENCE (attach copies if needed):**

**NAME:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**CONTACT NAME:**

**CONTACT FAX NUMBER:**

**CONTACT E-MAIL:**

**CONTACT PHONE NUMBER:**

**TRADE OR CREDIT REFERENCE:**

**NAME:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**CONTACT NAME:**

**CONTACT FAX NUMBER:**

**CONTACT E-MAIL:**

**CONTACT PHONE NUMBER:**

**UNIFORM SALES & USE TAX CERTIFICATE— MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable. 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: ALL-STATE INDUSTRIES, INC.

Address: 520 SOUTH 18TH STREET, WEST DES MOINES, IOWA 50265

I certify that: is engaged as a registered

Name of Firm (Buyer): Address:

 Wholesaler

 Retailer

 Manufacturer

 Seller (California)

 Lessor

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 service 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:**

|  |  |  |  |
| --- | --- | --- | --- |
| **State** | **State Registration, Seller’s Permit, or ID** | **State** | **State Registration, Seller’s Permit, or ID** |
|  | **Number of Purchaser** |  | **Number of Purchaser** |
| AL |   | MO |   |
| AR |   | NE |   |
| AZ |   | NV |   |
| CA |   | NJ |   |
| CO |   | NM |   |
| CT |   | NC |   |
| DC |   | ND |   |
| FL |   | OH |   |
| GA |   | OK |   |
| HI |   | PA |   |
| ID |   | RI |   |
| IL |   | SC |   |
| IA |   | SD |   |
| KS |   | TN |   |
| KY |   | TX |   |
| ME |   | UT |   |
| MD |   | VT |   |
| MI |   | WA |   |
| MN |   | WI |   |

 VA

**UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION Continued (page 2)**

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:

**ARE YOU SUBJECT TO SALES TAX?**

**YES PLEASE LIST STATE AND COUNTY IN WHICH YOU ARE TAXABLE**

**STATE:**

**COUNTY:**

**PARISH (IF APPLICABLE):**

**NO PLEASE COMPLETE AND RETURN EXEMPTION CERTIFICATE ABOVE OR PROVIDE YOUR OWN STATE FORM – NOTE THAT COPIES OF RETAIL SALES TAX PERMITS DO NOT GRANT EXEMPT STATUS.**

**SALES POLICY TERMS AND CONDITIONS TERMS OF SALE:**

As noted on front of invoice (for accounts with approved credit) i.e.: 1%10 N30, N30 etc; In addition, interest at the legal maximum rate allowed by law will be charged on past due accounts. All overpayment/double payment refund requests will be subject to a processing fee unless the overpayment is left on account for future purchases.

**FREIGHTPOLICY:**

F.O.B. Shipping Point (unless confirmed in writing otherwise).

**RETURNEDGOODS:**

Merchandise returns will not be accepted without a Return Goods Authorization from All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, and are subject to a restocking charge depending on the condition of the goods and the circumstances. Credit will be issued toward future purchases only- no cash refunds.

**WARRANTY:**

All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, warrants its products to be free from defects in material and workmanship, if properly installed and used for the purpose intended. This limited warranty does not extend to any product of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, that has been damaged or rendered defective (a) as a result of accident, misuse or abuse; (b) by modification of the product; or (c) by the use of the parts not manufactured or sold by All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics.

**LIMITATIONOFWARRANTY:**

Except as expressly set forth above in this Sales Policy, All-State Industries, Inc., d.b.a., Alert Manufacturing

& Supply Co., Proto-Fab and/or K2 Plastics, makes no other warranties, expressed or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose. All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, expressly disclaims all warranties not stated in this Sales Policy. Any implied warranties that may be imposed by law are limited to the terms of the express limited warranty stated above.

**LIMITATIONOFREMEDY:**

The liability of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, for breach of the limited warranty stated herein shall be in all cases limited to the buyer’s purchase price or, at the option of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, to repair or replacement thereof.

**To the maximum extent permitted by applicable law, in no event shall All-State Industries, Inc**.**, d.b.a., Alert Manufacturing & Supply Co.,**

**Proto-Fab and/or K2 Plastics, be liable for any damages whatsoever (including, without limitation, direct or indirect damages for personal injury, loss of business profits, business interruption, loss of business information or any other pecuniary loss) arising out of the use of or inability to use any products of All-State Industries, Inc.**, **d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, purchased by the buyer under this invoice.** All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, is not liable for any claim made by a third party or made by the buyer for a third party. This limitation applies whether damages are sought, or a claim is made under the limited warranty stated herein or as a tort claim (including negligence and strict product liability), a contract claim or any other legal or equitable claim. This limitation cannot be waived or amended by any person. This limitation of liability will be effective even if All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, or its authorized representative, has been advised by the buyer of the possibility of any such damages. [This limitation of liability, however, will not apply to claim for personal injury.]

**MODIFICATIONNOTAUTHORIZED:**

No person is authorized to modify the foregoing warranty, limitation of warranty or limitation of the buyer’s remedy.

**GOVERNINGLAW:**

Purchaser agrees that all matters arising with respect to the goods covered by the invoice shall be governed by Iowa law and any action to enforce Seller’s rights with respect to said goods may be commenced in the District Court of Iowa in and for Polk County, and Purchaser hereby consents to the personal jurisdiction of such court over Purchaser and agrees that service of process as provided by the statutes and rules of procedure of Iowa for non-resident persons or foreign corporations deemed to be doing business in Iowa shall be sufficient. Purchaser agrees that All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, shall be entitled to recover from Purchaser all attorney’s fees and costs incurred by Seller because of Purchaser’s failure to make timely payment or any resultant litigation.

**ACCEPTANCEANDMODIFICATIONOFTERMS:**

The buyer’s payment of this invoice of All-State Industries, Inc., d.b.a., Alert Manufacturing & Supply Co., Proto-Fab and/or K2 Plastics, shall constitute an acceptance of the terms of this Sales Policy. The terms specified in this document may not be modified, changed superseded or overwritten by any other document, including purchase orders, order confirmations, etc. without the express written consent from All-State Industries, Inc. to modify the terms included above.