



# LAPOLLA INDUSTRIES, INC.

## CREDIT APPLICATION

Sales Person \_\_\_\_\_

LaPolla Industries - East  
 720 South Military Trail  
 Deerfield Beach, FL 33442  
 Tel: (954) 379-0241  
 Fax: (954) 379-0250

LaPolla Industries - Corporate  
 15402 Vantage Parkway East, #322  
 Houston, TX 77032  
 Tel: (281) 219-4100  
 Fax: (281) 219-4123

LaPolla Industries - West  
 441 West Geneva Drive  
 Tempe, AZ 85282  
 Tel: (480) 966-6390  
 Fax: (480) 966-6477

### BUSINESS CONTACT INFORMATION

Company Name:		Principal's Name:	
Phone:	Fax:	E-mail:	
Registered Company Address:			
City:		State:	Zip Code:
Date Business Commenced:		Federal Tax Identification #:	
(Check One) Sole Proprietorship: <input type="checkbox"/> Partnership: <input type="checkbox"/> Corporation: <input type="checkbox"/> Other: _____			

### BUSINESS AND CREDIT INFORMATION

Primary Business Address:			
City:		State:	Zip Code:
How Long at Current Address?	Contractor License # (If Applicable):		DUNS #:
Accounts Payable Contact:		P.O. Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Phone:	Fax:	E-mail:	
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, then certificate must be submitted with this application to qualify)			
Bank Name:		Bank Address:	
City:		State:	Zip Code: Phone:
Type of Account	Account Number		
Savings:			
Checking:			
Other:			

### BUSINESS/TRADE REFERENCES

Company Name:			
Address:			
City:		State:	Zip Code:
Phone:	Fax:	E-mail:	
Type of Account:			
Company Name:			
Address:			
City:		State:	Zip Code:
Phone:	Fax:	E-mail:	
Type of Account:			
Company Name:			
Address:			
City:		State:	Zip Code:
Phone:	Fax:	E-mail:	
Type of Account:			

### FINANCIAL STATEMENT

Applications for credit facilities in excess of \$75,000 must be accompanied by your most recent year-end Financial Statement (Balance Sheet and Profit and Loss Statement) with any accompanied notes referenced in those reports. The appropriate U.S. Federal Income Tax schedules are also acceptable.

Projected Monthly Sales Volume: \$
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### ORDER ACKNOWLEDGEMENT AND INVOICING

Order acknowledgements and invoices will be provided via facsimile transmission. Customer Statements will be provided to all customers the first week of each month unless we are otherwise directed.

**GENERAL TERMS AND CONDITIONS OF SALE**

Acceptance of your order is expressly conditioned upon acceptance by you as the Buyer of the terms and conditions stated below. LaPolla Industries, Inc. and its divisions and affiliates (hereinafter "Seller") shall not be bound by any Buyer's terms and conditions of sale which attempt to impose any conditions at variance with Seller's terms and conditions of sale which are included herein or are stated on Seller's technical data sheets, catalogs, invoices and packages. Seller's failure to object to provisions contained in Buyer's forms shall not be deemed a waiver of the provisions of the Seller's terms and conditions, which shall constitute the entire contract between the parties. **SELLER RESERVES THE RIGHT TO ACCEPT ALL OR PART OF ANY ORDER.**

1. **PRICE.** Seller reserves the right to change its price schedule at any time without notice. In the event of an increase in price applicable to existing orders placed by the Buyer at the time of an increase, if applicable, the Buyer may cancel such orders at any time within ten (10) days after notice of such increase. The amount of the present or future sales, revenue, excise or other taxes applicable to the goods, shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof, the Buyer shall provide Seller with a tax exemption certificate or other proof of tax exemption acceptable to the taxing authorities in the relevant jurisdiction.

2. **DELIVERY AND TRANSPORTATION.** In the absence of prior special arrangement confirmed in writing and agreed to by Seller and Buyer, goods are sold and shipped according to the shipping terms on the face of the Seller's order acknowledgement.

3. **PAYMENT TERMS.** Buyer agrees to make payment in accordance with terms stated on the face of the order. If Buyer defaults, is insolvent or if, in the reasonable good faith option of Seller, Buyer's credit is impaired, Seller shall have the right to demand payment in full for any goods (1) delivered or (2) in transit, or (3) ordered but not yet shipped or manufactured, before proceeding with shipment or manufacture of goods, as applicable. Until and unless payment in full is made as demanded, Seller may, in addition to any other remedies, withhold shipments in whole or in part and recall goods in transit. Invoices not paid within the time period allowed by the stated terms will be assessed a finance charge of 1 1/2 % per month (18% per year) on the unpaid balance or the maximum allowable rate permitted by law.

4. **DELAYS.** Seller shall not be held responsible for delay in deliveries hereunder if caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by any governmental authority, transportation delays, restrictions imposed by Federal or State law or regulations, Seller's inability to secure raw materials or other causes beyond Seller's control.

5. **WARRANTIES AND DISCLAIMERS.** Seller warrants its products described on the face of the order to be free from defects in materials and workmanship at the time of their delivery. The foregoing is personal to Buyer and is not transferable or assignable. Seller's liability and Buyer's remedy for breach of this limited warranty are limited, at Seller's option, to the replacement of defective goods at the F.O.B. point or repayment of the purchase price. Replacement of defective goods or repayment of the purchase price will be made only upon Seller's receipt of Buyer's written notice that the goods are defective, and upon Seller's inspection of the goods and verification of the defective goods. Buyer must return or destroy the defective goods at Seller's discretion. If Seller elects to have the defective goods returned, Seller will arrange for and bear the cost of shipping. **Claims under this warranty must be made within 30 days of the delivery. SELLER MAKES NO WARRANTY EXPRESSED OR IMPLIED INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, OTHER THAN AS EXPRESSLY SET FORTH ABOVE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR GOODWILL, FOR ANY BREACH OF WARRANTY OR FOR ANY MATTER ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT OR RELATED PURCHASE ORDER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER EXCEED THE COSTS ACTUALLY PAID BY BUYER TO SELLER UNDER THIS AGREEMENT OR RELATED PURCHASE ORDER. NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN** Some states limit or do not allow the exclusion of consequential damages, therefore the above exclusion may not apply to Buyer.

6. **CANCELLATION.** Except as provided in paragraph 1, an order placed by Buyer and accepted by Seller shall not be canceled by Buyer without Seller's written consent. Any cancellation shall be upon terms that will provide recovery to Seller for any costs incurred relating to the cancelled order.

7. **RETURNED GOODS.** Except as provided in paragraph 5, Buyer may not return any goods to Seller without first obtaining Seller's prior written consent, which consent may be withheld for any reason or no reason. No returns will be allowed for any goods that (1) are not at the time of return then being manufactured by Seller, or (2) were sold to Buyers more than 90 days following the request to return the products. Returned goods will be accepted for credit against future orders only. No cash returns will be provided. Goods accepted for credit shall be subject to a minimum service charge of 25% of the original purchase price. All transportation charges and risks of loss shall be borne by the Buyer. Goods custom manufactured for Buyer's specifications shall not be accepted for credit under any circumstances. Returns authorized by Seller that are not completed and returned by Buyer within 45 days of the date of issuance of the authorization will be deemed null and void. Seller's consent to return goods does not release Buyer from its obligation to timely pay any outstanding amounts relating to the returned goods, nor does Buyer have a right to set-off against any other outstanding amounts.

8. **GENERAL.** The failure on Seller's part to insist upon a strict performance of any of the terms and conditions herein shall not be deemed to be a waiver of such terms or conditions or of any rights or remedies which Seller may have in demanding strict performance of all of the terms and conditions herein contained. Remedies herein reserved to Seller shall be cumulative and additional to any other or further remedies provided by law. The taking of any action by Seller shall not be deemed to be an election of that action to the exclusion of others. The captions are inserted only as a matter of convenience and are for reference and in no way define the scope of this agreement nor the intent of any provision thereof.

9. **INDEMNIFICATION.** Buyer hereby agrees to indemnify, defend and hold harmless Seller and its officers, directors, employees, agents and contractors (collectively, "Indemnified Parties") from and against any and all third-party claims, demands, losses, liabilities, damages, suits, actions, attorneys' fees and costs (collectively, "Claims") that any of the Indemnified Parties incur or suffer arising out of or otherwise relating to (i) the use of the goods purchased under this agreement or related purchase order, or any portion thereof; (b) any personal injury or property damage caused directly or indirectly by Buyer, including but not limited to, its use or misuse of the goods purchased under this agreement or related purchase order, or any portion thereof; or (c) any use of the goods, in whole or in part, in violation of any federal, state, country, local or municipal law, rule, regulation, ordinance or similar edict.

The above General Terms and Conditions of Sale, together with Buyer's duly accepted order, constitutes the entire agreement between the parties hereto and may not be changed or modified except in writing signed by the parties to be charged. The laws of, and the courts of, the State of Arizona shall govern the agreements without reference to their conflict of laws provision or statutes. Venue for any action arising out of or relating to this agreement or any order shall be in the Superior Courts of Arizona located within Maricopa County and each of Buyer and Seller hereby submit to the exclusive jurisdiction of those courts and waive and agree not to raise any claim of *forum non conveniens*. By signing the Certification and Acknowledgement below, the Buyer hereby acknowledges receipt and agreement to these terms and conditions, which shall, until further notice, apply to all contracts for the sale of goods entered into with Seller.

**PERSONAL GUARANTEE**

I, \_\_\_\_\_, residing at \_\_\_\_\_, ("Guarantor"), for and in consideration of LaPolla Industries, Inc. and its divisions and affiliates, an Arizona corporation ("Seller"), extending credit at my request to \_\_\_\_\_ ("Buyer"), of which I am \_\_\_\_\_ hereby personally and unconditionally guarantee to Seller, full payment of any and all obligations of Buyer, and I hereby bind myself to pay Seller on demand any sum which may become due to Seller by Buyer whenever the Buyer shall fail to pay such sum pursuant to the terms indicated. In the event that it becomes necessary for Seller to incur collection costs or institute suit to collect any amount due pursuant to credit extended, I further agree to pay all costs, charges and expenses related to said collection efforts, including but not limited to, reasonable attorney's fees through the appellate level. It is understood that this guarantee shall be continuing and irrevocable for such indebtedness of the Buyer. I do hereby waive notice of default, non-payment, protest, and any and all other notices of every kind and nature. I agree to submit to the exclusive jurisdiction of the Superior Courts of Arizona located within the County of Maricopa, State of Arizona, and waive and agree not to raise any claim of *Forum Non Conveniens*. Upon payment in full of any invoices, this Guarantee will remain in effect and will apply to any and all purchases made thereafter.

Guarantor Name (Owner/Partner/President Only):		Title:
Guarantor Signature:		Date:
Social Security Number:	Driver's License Number:	
If Buyer is from AZ, CA, ID, LA, NV, NM, TX, WA or WI, the Spouse of the Guarantor must sign below.		
Guarantor's Spouse Name:		Guarantor's Spouse Signature:
Social Security Number:	Driver's License Number:	Date:

**CERTIFICATION AND ACKNOWLEDGEMENT**

The foregoing printed and written information has been carefully read by the undersigned and is to my knowledge, complete, accurate, and truthful. It discloses to you and/or authorizes you to investigate the true state of (our/my) financial condition on the date indicated.

(We/I) make the foregoing application intending that Seller should rely upon it for the purpose of our obtaining goods from Seller on credit. (We/I) further agree to provide updated information to Seller from time to time as Seller may request. All purchases will be pursuant to Seller's General Terms and Conditions of Sales (described above and incorporate herein), or in effect at the time of purchase. In addition, should (we/I) default in payment for goods sold and delivered, then (we/I) agree to pay interest at the maximum allowable rate from the date of default. If said default is referred to an attorney for collection, (we/I) shall pay, in addition to the amount remaining to be paid together with interest as stated above, such collection fees. This agreement shall be construed under the laws of, and by the courts of, the State of Arizona. Further, this certifies and acknowledges that (we/I) are applying for credit with Seller, and (we/I) authorize the above listed parties in the Business and Credit Information section and Business/Trade References to release information, and (our/my) credit history, to Seller for use in evaluation of (our/my) credit request.

Name of Company or Individual:	
Owner, Partner or President's Signature:	Date Submitted: