

FLEXTEC CORPORATION
5075 Centennial Boulevard
Colorado Springs, CO 80919
719-532-1840 (office)
719-532-1853 (fax)

APPLICATION FOR BUSINESS CREDIT APPROVAL

Applicant's Name _____

DBA _____

Mailing Address _____

Shipping Address _____

Telephone _____ Fax # _____

A/P Contact Name & E-mail _____

LEGAL STRUCTURE

Corporation Single Entity Subsidiary of Parent Company Name of Parent Company
 Not a Subsidiary

State Incorporated: _____

President _____ Vice President _____

Secretary _____ Treasurer _____

Division Name of Parent Company _____

Parent Company's Home Office Address _____

Proprietorship Name of Proprietor _____

Proprietor Home Address _____

Proprietor Soc. Sec. # _____ or Employer I.D.# _____

Partnership Name of Partners _____

Soc. Sec. # _____

Address _____

Telephone _____

Year Business Established _____ Dun & Bradstreet Subscriber # _____

Authorized Purchasing Agent _____

Purchase Order Required Yes No Maximum Credit Limit Needed _____

BANK REFERENCES

Name _____

Address _____

Telephone _____ Account # _____ Contact Officer _____

FINANCIAL STATEMENTS

() Attached () Will be supplied upon request. () Have previously been furnished to Flextec.

CREDIT REFERENCES (PRESENT SUPPLIER'S)

Name _____

Address _____

Telephone _____ Fax # _____

Name _____

Address _____

Telephone _____ Fax # _____

Name _____

Address _____

Telephone _____ Fax # _____

Name _____

Address _____

Telephone _____ Fax # _____

The above information is given to obtain an open charge account with Flextec Corporation. Flextec is authorized to make any credit inquiries necessary for approval. Payment of any obligations incurred as a result of purchases made pursuant to this credit application and are unconditionally guaranteed by the undersigned, individually. Purchases may be ordered only by the authorized person(s) stated above. All past due amounts shall bear interest of 1 1/2% per month (18% per annum). In the event this account is referred to an attorney for collection, Applicant agrees to pay all costs of collection, plus reasonable attorney's fees. Applicant further agrees to the Standard Terms & Conditions of Sale printed on the reverse side of this application.



Authorized Officer's Signature _____

Please Print Officer's Name _____

Officer's Title _____

FLEXTEC CORPORATION STANDARD TERMS AND CONDITIONS OF SALE

- 1. Acceptance:** This order is received by Flextec Corporation on and subject to the following terms and conditions, which terms and conditions may not be varied or added to except in writing, signed by Flextec's duly authorized representative. Any terms in Purchaser's order or confirmation which are inconsistent herewith shall not be binding upon Flextec.
- 2. Terms:** All orders will be accepted at time of shipping and invoicing and will be unless quoted for a fair fixed price, billed at the price prevailing at the time of shipment of all goods. The terms of payment will be set forth on the face of the Invoice.
- 3. Freight:** All shipments are F.O.B. from Flextec's place of business in Colorado Springs, Colorado, unless otherwise agreed upon in writing. All risks of loss or damage to the goods shall pass to the Purchaser upon delivery of the goods to a common carrier, whether sold with freight allowed or otherwise.
- 4. Taxes:** All sales, excise or similar taxes which Flextec may be required to pay or collect with respect to the goods covered by this order shall be paid by Purchaser, except as otherwise provided by law.
- 5. Excuse:** Flextec shall not be liable for failure to perform this contract by reason of strikes, fires, floods, unavoidable accidents, wars, delays in transportation, acts of God, or other cases beyond its reasonable control.
- 6. Warranty and Exclusion of warranties:** All Flextec products are subject to careful quality control throughout the manufacturing process and are warranted to be merchantable quality and free from manufacturing defects. Published material and information concerning Flextec's products are based upon research which Flextec believes to be reliable, but such material and information does not constitute a warranty. Because of the variety of possible uses for Flextec products and the continuing development of new uses, the purchaser should carefully consider the fitness and performance of the product for each intended use and the purchaser assumes all risk in connection with such use. Flextec shall not be liable for damages in excess of the purchase price of the products or for incidental or consequential damages.
- 7. All goods are produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders in the United States Department of Labor issued under section 14 thereof.**
- 8. Claims:** Purchaser shall give written notice to Flextec of any claim of breach of warranty within thirty (30) days after receipt of the goods if the breach or defect in goods was or should have been discovered upon inspection of the goods; and Purchaser shall give written notice to the Company of any other claim of breach of warranty within ninety (90) days after it discovers or should have discovered such breach. Any remedy of the Purchaser against Flextec shall be barred unless notice is given in accordance with the foregoing provision. All actions by the Purchaser for breach of warranty against Flextec shall be brought within one year after the cause of action thereof accrues. The liability of Flextec for breach of warranty shall be limited solely to either the replacement of the goods or the return of the goods delivered and repayment of the purchase price to Purchaser at Flextec's discretion; such remedy shall be the exclusive and sole remedy of the Purchaser against Flextec. Flextec shall not be liable for any consequential or incidental damages suffered by Purchaser as a result of any breach of warranty.
- 9. Returned Merchandise will not be accepted unless authorized in writing by Flextec and accompanied by a material return authorization signed by Flextec.**
- 10. Litigation:** In the event that suit is brought against Purchaser for copyright or patent infringement by reason of its use of any of the goods sold hereunder, Purchaser shall give notice in writing to Flextec of such suit within ten (10) days after the service upon the Purchaser of notice of such action. Purchaser agrees to hold Flextec harmless for all costs and attorney's fees in the event of such litigation.
- 11. All past due amounts shall bear interest at 1 1/2 per month (18% per annum). In the event this account is referred to an attorney for collection, Applicant agrees to pay all costs of collection, plus reasonable attorney's fees.**
- 12. The exclusive venue for any litigation arising out of this agreement shall be the District Court of El Paso County, Colorado.**
- 13. Applicable Law:** This agreement shall be governed by and construed under the laws of the State of Colorado.
- 14. The artwork, plates, negatives, dies and tooling prepared for customer by Flextec are the property of Flextec unless special written agreements are made.**
- 15. Entire Agreement:** This Agreement contains the entire agreement between Purchaser and Flextec and shall not be varied or added to except by a further written agreement signed by Flextec's duly authorized agent.

Initial Here _____

SALES TAX EXEMPTION CERTIFICATE MULTI - JURISDICTION

See reverse side for instructions.

Issued to (Seller)		Address	
I CERTIFY THAT	Name of Firm (Buyer)		
	Street Address or Post Office Box Number		
	City	State	ZIP Code
QUALIFIES AS (Check each applicable item)	<input type="checkbox"/> WHOLESALER <input type="checkbox"/> RETAILER <input type="checkbox"/> MANUFACTURER <input type="checkbox"/> LESSOR* (See note on reverse side) <input type="checkbox"/> CHARITABLE OR RELIGIOUS		
	<input type="checkbox"/> POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY <input type="checkbox"/> OTHER (Specify) _____		
	1) and is registered with the below listed states and cities within which your firm would deliver purchases to us which are for resale or lease by us in the normal course of our business which is _____ or		
	2) that such purchases are exempt from payment of sales or use tax in such states and cities because our buyer is: <input type="checkbox"/> CHARITABLE OR RELIGIOUS <input type="checkbox"/> POLITICAL SUBDIVISION OR GOVERNMENTAL AGENCY <input type="checkbox"/> OTHERWISE EXEMPT BY STATUTE (SPECIFY) _____		
City or State	State Registration or ID Number	City or State	State Registration or ID Number
City or State	State Registration or ID Number	City or State	State Registration or ID Number
City or State	State Registration or ID Number	City or State	State Registration or ID Number
If the list of states and cities is more than six (6), attach a list to this certificate.			
<i>I further certify that if any property 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 direct to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until cancelled by us in writing or revoked by the city or state.</i>			
General description of products to be purchased from the seller			
<i>Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.</i>			
Authorized Signature (Owner, Partner or Corporate Officer)		Title	Date

TO OUR CUSTOMERS:

In order to comply with the majority of state and local sales tax law requirements, it is necessary that we have in our files a properly executed exemption certificate from all of our customers who claim sales tax exemption. If we do not have this certificate, we are obligated to collect the tax for the state in which the property is delivered.

If you are entitled to sales tax exemption, please complete the certificate and send it to us at your earliest convenience. If you purchase tax free for a reason for which this form does not provide, please send us your special certificate or statement.

***LESSOR:** A form DR 0440, "Permit to Collect Sales Tax on the Rental or Lease Basis" must be completed and submitted to the Department of Revenue for approval.

CAUTION TO SELLER: In order for the certificate to be accepted in good faith by the seller, the seller must exercise care that the property being sold is of a type normally sold wholesale, resold, leased, rented, or utilized as an ingredient or component part of a product manufactured by the buyer in the usual course of his business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities.

Misuse of this certificate by the seller, lessor, buyer, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificates in some states or cities.