



Main Office:
 5531 Canal Road, Valley View, OH 44125
 Ph: (216) 524-0999 Fax: (216) 328-9066
Please Return to:
 Punta Gorda Yard:
 1150 Duncan Rd, Punta Gorda, Fl. 33982
 Ph: (941) 637-7625 Fax: (941) 637-2625

CREDIT APPLICATION FOR A BUSINESS ACCOUNT

BUSINESS CONTACT INFORMATION

Registered company name:		Year established:	
Address:		City:	State: ZIP Code:
Phone:	Fax:	E-mail:	Web address:
Accounts Payable Contact:		Phone:	E-mail:
Sole proprietorship:	Partnership:	Corporation:	Other:
Federal Tax ID#	Tax Exempt? Yes <input type="radio"/> No <input type="radio"/>		If yes please provide a tax exempt certificate

OWNERS AND OFFICERS:

Name:	Title:	Phone:	E-mail:
Name:	Title:	Phone:	E-mail:
Name:	Title:	Phone:	E-mail:

CREDIT INFORMATION

Bank name:	
Contact:	Phone:
Bank address:	State: ZIP Code:
City:	ZIP Code:
Type of account	Account number
Savings	
Checking	
Other	

BUSINESS/TRADE REFERENCES

Company name:	
Address:	
City:	State: ZIP Code:
Phone:	Fax: E-mail:
Company name:	
Address:	
City:	State: ZIP Code:
Phone:	Fax: E-mail:
Company name:	
Address:	
City:	State: ZIP Code:
Phone:	Fax: E-mail:

AGREEMENT

The above information is provided for the purpose of obtaining credit for our company. The information is accurate to the best of our knowledge, and you may rely on it in making your credit decision. We authorize you to obtain whatever information is necessary, in your sole judgment, to make a credit evaluation. This includes contacting our banks and suppliers, whether named above or not, and accessing commercial electronic credit databases and reporting agencies. We agree to hold you harmless regarding any information you obtain or disclose in the investigation process.

We understand and consent to the terms of sale described in the credit terms printed on the reverse side of this application. We also understand that if we do not honor these terms you may terminate our credit account and require immediate full payment.

Signature:	Title:	Date:
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TERMS AND CONDITIONS OF SALE - GENERAL

Independence Recycling of Florida Inc. ("Seller")

THESE TERMS AND CONDITIONS GOVERN THE SALE AND/OR RENTAL OF PRODUCTS BY SELLER AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION FROM BUYER. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

1. **DEFINITIONS.** "Buyer" means the person or entity identified on the front side of the Seller's invoices, quotations, or order confirmations. "Products" means the items described on the front side of any invoice, quotation or order confirmation which Buyer has purchased or may purchase. "Purchase Order" means any purchase order or other communication from Buyer by which Buyer indicates its intent to purchase Products. "Seller" means Independence Recycling of Florida Inc, an Ohio corporation, with its principal offices in Valley View, Ohio.
2. **ORDERS.** Orders shall be initiated by Buyer issuing a Purchase Order or otherwise placing an order by electronic means acceptable to Seller. Purchase Orders shall identify the Products, specifications of the Products, quantity of the Products, method of packing and shipment and required delivery dates. All orders are subject to acceptance by Seller by either acknowledgment to Buyer or commencement of performance.
3. **PRICES.** Prices shall be as specified by Seller and shall be applicable for thirty (30) days. Notwithstanding the foregoing, prices are based on current labor and material prices and shall be subject to change with notice to Buyer prior to Seller's acceptance of the order. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. If Seller shall be liable for or shall pay any of the foregoing, the same shall be paid by Buyer to Seller in addition to the price of the Products. In the event the Buyer claims an exemption from any tax, a valid tax exception certificate must be furnished to the Seller.
4. **PAYMENT.** All payments under the terms herein, unless otherwise noted, are due and payable in United States funds thirty (30) days net from date of invoice. In case payment is not made as agreed, Buyer agrees to pay, (a) Interest on past due payments from the time they are due at the rate equal to the lesser of (i) 18% per annum, or (ii) the maximum rate permitted by law and (b) any and all costs and expenses of collection including reasonable attorney's fees incurred by the Seller in its efforts to recover such amounts so due and owing. Nothing herein shall be deemed to provide for the payment of any amount not legally collectible by the Seller. The Seller shall have no obligation to extend credit or grant deferred payment terms with respect to any order except as may be specifically in writing agreed by the Seller prior to acceptance of such order. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all work on Products to date. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Until the purchase price and all other sums due from Buyer are paid in full, Seller retains a security interest in the Products and in all proceeds of said Products. Buyer hereby authorizes Seller to file financing statements evidencing the Seller's security interest in the Products.
5. **DELIVERY AND TITLE.** All shipments by Seller are F.O.B. Seller's facility and all transportation charges shall be paid by Buyer in addition to the price of the Products unless otherwise agreed in writing by Seller. Subject to Seller's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer. Seller shall use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's required delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only. If Buyer delays delivery of any Products, Seller may invoice Buyer for said Products, and hold them at Buyer's risk and expense pending instructions from Buyer. Seller reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments.
6. **ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within ten (10) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery.
7. **CANCELLATION.** The Buyer may make requests for cancellation or suspension of orders after they have been accepted by providing such request in writing to Seller. However, no orders will be accepted by Seller with the understanding they may be later canceled and Seller reserves the right to refuse such requests for cancellation or suspension of orders. If and when cancellations are approved by Seller, Buyer agrees it will immediately and fully reimburse Seller for cancellation charges which are determined in the sole discretion of Seller.
8. **LIMITED WARRANTY.** Seller warrants that the Products furnished under this order (i) shall be free of any defect in design and workmanship for a period of not less than _____ months (three (3) months if another number is not stated), (ii) shall be free from defects of title, (iii) shall be of the kind and quality described in the specification, drawings, description or samples furnished and (iv) are produced and/or supplied in compliance with the law and any processes embodied in Seller's quotation or proposal to Buyer. Seller makes no warranty with respect to the materials contained in the Products. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF (A) THE MERCHANTABILITY OF PRODUCTS, (B) THE FITNESS OF PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF BUYER OR THE END-USER, (C) ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE AND (D) CONDITION, DESIGN, QUALITY, DURABILITY OR SUITABILITY OF ANY GOODS SUBMITTED TO SELLER FOR BUYER'S PURPOSES. Buyer's sole and exclusive remedy for nonconforming Products shall be, at Seller's option, the replacement or repair of the Products or refund of purchase price (without interest). Subject to the time limitations above, any claim by the Buyer with reference to the Products shall be deemed waived thereby unless submitted in writing within thirty (30) days following the date the Buyer discovered, or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty.
9. **LIMITATION OF LIABILITY.** BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.
10. **DISCLAIMER OF DAMAGES.** BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, RE-CALL COSTS, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **FORCE MAJEURE.** No party shall be responsible for any failure to comply with the terms of this Agreement, or for any delay in performance of, or failure to perform under this Agreement where such failure or delay is due to causes beyond the control of the party sought to be charged. The parties' obligations shall be suspended during any such period to the extent of any such inability to perform but the term of the Agreement shall not be extended. Events beyond the control of a party shall include, but not be restricted to, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war (declared or undeclared), rebellion, insurrection, sabotage, epidemic, quarantine restrictions, lock-outs, labor disputes, labor shortages, transportation embargoes or failures or delays in transportation, inability to secure at a reasonable price or in a commercially reasonable manner necessary products or materials, acts of God, acts (including laws, regulations, disapprovals or failure to approve) of any government.
12. **DEFAULT.** Each of the following shall constitute an event of default (hereinafter "Event of Default") hereunder, (a) Buyer shall fail to remit any payment due to the Seller when due, (b) actual or anticipated breach or default by either party of any material term hereof, (c) either party shall become insolvent, make, an assignment for the benefit of creditors or any petition in bankruptcy or any action under any reorganization, insolvency or moratorium law, or any other law or laws relating to or for the relief of debtors shall be commenced or filed against or for such party, or (d) any receiver, trustee, custodian or similar official shall be appointed to take possession of the properties of either party. If any Event of Default shall occur, the non-defaulting party, at its option, may (a) proceed by appropriate court action or actions either at law or in equity to enforce performance or to recover damages for the breach of the defaulting party, or (b) immediately, by notice in writing to the defaulting party terminate all pending orders. An Event of Default for any reason whatsoever shall not relieve either party of any obligation due to the other party on, or accrued as of, the date of such termination and the obligations of the parties contained in Sections 3, 8, 9, 10, and 13 shall survive any such Event of Default. The remedies herein provided shall be cumulative not exclusive, and shall be in addition to all other remedies in its favor existing at law or in equity.
13. **CHOICE OF LAW AND JURISDICTION.** This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Ohio (without giving effect to the conflict of laws rules thereof).

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY OHIO STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN CUYAHOGA COUNTY, OHIO, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN OHIO OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

14. **MISCELLANEOUS.** No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party unless in connection with the transfer of all or substantially all of the assignor's business or upon written consent of the other party. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their permitted successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.