

Credit Application

Company Name Telephone Number Fax Number

Street Address City State Zip

Billing Address City State Zip

Check One: Corporation [] Partnership [] or Sole Proprietorship []

Yr. Established # of Employees Subsidiary [] or Division [] of

VENDOR REFERENCES

1. _____
Company Name Telephone Number Fax Number

Mailing Address City State Zip

2. _____
Company Name Telephone Number Fax Number

Mailing Address City State Zip

3. _____
Company Name Telephone Number Fax Number

Mailing Address City State Zip

Bank Name Location Account # Telephone Number

RESALE CERTIFICATE ATTACHED [] Yes [] Not Applicable

I verify that the above information is true and correct and hereby grant permission for any person to furnish GreenLight Pallet, any and all information that may periodically be requested for purposes of credit verification.

I request credit in the amount of \$_____. I understand that this credit line, once established, is not a fixed amount. It may be raised or lowered at the discretion of GreenLight. All sales are net 30 days from the invoice date. All past-due accounts accrue interest at 1 1/2% per month, which is an annual percentage rate of 18%, or the maximum rate permitted by law. In the event of suit or any other legal and/or administrative action brought by the parties herein to enforce their legal rights, the prevailing party is entitled to recovery of reasonable attorney's fees, collection agency and court costs.

I have read and I understand the Conditions of Sale printed on the reverse side of this credit application. I am authorized as an officer, partner, or the sole proprietor of this company to enter into this credit agreement

Signature: _____ Date: _____

Print Name: _____ Title: _____

Conditions of Sale

1. Unless otherwise agreed in writing by the Seller: these conditions of Sale shall override any terms or conditions stipulated, incorporated, or referred to by the Buyer in his order or in negotiations. EXCEPT AND TO THE EXTENT THESE CONDITIONS EXPRESSLY PROVIDE, THE SELLER ACCEPTS NO RESPONSIBILITY FOR ANY LOSS, DAMAGE OR COSTS OF ANY DESCRIPTION WHICH MAY BE SUFFERED BY THE BUYER AS A RESULT OR CONSEQUENCE OF ACCEPTANCE OF ALL ORDER AND THE SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE.

2. Title to and ownership of the goods sold shall remain vested in the Seller until payment of the purchase price in full, notwithstanding any other terms of this Agreement. Should the Buyer default in the payment of the purchase price hereunder or otherwise fail to comply with any terms of this Agreement or make an assignment for the benefit of creditors or become bankrupt or insolvent, the Seller shall have the right upon ten (10) days written notice to remove and/or repossess the goods and to take such other action as may be permitted by law, it being understood that the remedies contained in this section are cumulative and in addition to all other rights and remedies of the Seller under this Agreement, by operation of law or otherwise. Without limiting the foregoing, the Buyer hereby, as security for the payment of all of the Buyer's obligations to the Seller, grants to the Seller a security interest in the goods and agrees to execute and permit the filing, recording, or publishing of such financing statements, notices, and other documents as may be requested from time to time by the Seller.

3. Should the Buyer default in paying in full any sum due under any order when the name becomes due in accordance with the terms quoted herein, or if applicable, in the Seller's invoice, the Seller shall have the right, either to suspend all further deliveries until the default be made good or to rescind any or all the contracts between the Buyer and the Seller and to recover damages from the Buyer for any resulting loan. The Buyer shall have no right to withhold payments due to the Seller under any contract by reason of complaints alleged in respect to any contract.

4. Prices shall be determined based on price levels of the Seller at time of shipment. Unless otherwise specified in the Seller's invoice, the purchase price for the goods and all other amounts due to the Seller in connection with the purchase of such goods shall be due and payable to the Seller no later than thirty (30) days after the date of the Seller's invoice.

5. The Seller reserves the right to vary contract deliveries as follows:

(A) To deliver quantities within a ten- percent (10%) margin of those ordered and to vary the invoice amount accordingly.

(B) To vary the thickness of the material quoted within a ten percent (10%) margin at the price quoted.

(C) To meet the Buyer's specifications as to color and size subject to reasonable commercial variation at the price quoted.

6. All quantities stated on packs are approximate only.

7. Artwork, designs and blocks supplied by the Seller shall remain the property of the Seller unless charged.

8. Cancellation of any order for whatever cause can be made only with the Seller's consent and on payment of all costs incurred.

9. In no case is delivery on or by a fixed date a term of the contract. Failure to deliver by the quoted or specified time shall not be granted for cancellation or refusal to take delivery or entitle the Buyer to any claims by reason of such failure.

10. The buyer shall indemnify the Seller against all liability for damage, penalties, costs, and expenses to which the Seller may become liable in respect of:

(A) Any words, description, trademark, devices, and other matter printed at the Buyer's request or specification on the Seller's goods: or

(B) Any adverse effects upon goods packed in the Seller's products.

11. No claim by the Buyer shall be valid unless:

(A) The Seller is notified of the grounds of complaint in writing within fourteen (14) days of receipt of the goods (or the invoice date in disputes involving delivery): and

(B) The Seller is afforded an opportunity to examine the goods in the state in which they were delivered within seven (7) days from receipt of the notice of complaint. In all cases, the Seller's liability shall not exceed the price of the goods and the Seller shall have to right at its option either to replace the goods or to pay to the Buyer a reasonable sum in settlement of any complaint as to which the Seller's decisions shall be final.

12. If the material furnished to the Buyer shall fail to conform to this Agreement or to any express written warranty, the Seller shall replace such non-conforming material at the original point of delivery and shall furnish instructions for its disposition. Any transportation charges involved in such disposition shall be for the Buyer's account. The Buyer's exclusive ad sole remedy on account or in respect of the furnishing of material that does not conform to this Agreement or to any express written warranty shall be to secure replacement thereof as aforesaid. The Seller shall not in any event be liable for the cost of any labor expended on any such material or for any special direct, indirect, incidental, or consequential damages to anyone by reason of the fact that such material does not conform to the contract or to any express written warranty.

13. The Seller shall not be liable for any default or delay in performance if caused, directly or indirectly, by fire, flood, earthquakes, acts of God, stricken, riots or civil disorders, unavoidable casualty, governmental order or state of war, accidents, interruption of transportation facilities or delays in transit, supply shortages, failure of any party to perform any contract with the Seller relative to the production of the goods, or any other cause, whether similar or dissimilar to the causes enumerated herein, beyond the reasonable control of the Seller. If the Buyer has a pending order, the Seller shall notify the Buyer of the happening of any such contingency within a reasonable period of time. If due to excusable delay, performance cannot be completed within the original period for performance, the period of performance shall be extended for a reasonable period of time to allow completion of performance.

14. Risk of loss shall pass to the Buyer upon shipment by the Seller.

15. Any taxes which the Seller may be required to pay or collect under any existing or future law upon or with respect to the sale, purchase, delivery, storage, processing, or consumption of any material covered hereby, including taxes upon or measured by the receipt from the sale thereof, shall be for the account of the buyer who shall promptly pay the amount here of to the Seller upon demand.

16. Waiver by the Seller of a breach of any of the terms and conditions of this Agreement shall be without prejudice to the Seller's legal rights and shall not be deemed a waiver of any other breach.

17. This Agreement shall be governed by the laws of Oregon.

