



Thermoseal LLC
P.O. Box 32
New Canaan, CT 06840
Phone 800.853.1577
Fax 888.319.4486

Credit Application

This Credit Application is being submitted by the undersigned Customer to Thermoseal LLC, a Delaware limited liability company (“Thermoseal”), for the purpose of receiving credit from Thermoseal and its affiliated entities Spray Foam Outlets, LLC, a Connecticut limited liability company, Acme Machinery, LLC, a Connecticut limited liability company, and any other future affiliated entities (collectively, the “Thermoseal Affiliates”). The undersigned Customer hereby acknowledges and agrees that Thermoseal may share any of the information contained in this Credit Application, or that it otherwise receives from the customer in connection with this Credit Application, with any of the Thermoseal Affiliates. The undersigned Customer further agrees that Thermoseal and the Thermoseal Affiliates may rely on such information for all business purposes.

Customer:

Exact Trade Name or Corporate Name of Business					TAX ID (or SS # if none)				
Telephone Number/Fax Number					Accounts payable e-mail address				
Ship Address		City		State		Zip		Liftgate requ. (Y/N)	
Mailing Address		City		State		Zip		Country	
Type of Business			Date Business Established			Credit Limit Requested			

Business Structure	Sole Proprietor ___ Partnership ___ Corporation ___ LLC ___ Other ___
---------------------------	---

If a Partnership, Corporation or LLC, the state of organization: _____.

Company Officials:

(Name of owners, partners, officers, and officials responsible for business transactions.)

1.	Name	Title
	Home Address	City
	State	Zip
	Country	
	Home Number	Cell Number
	Social Security Number	
2.	Name	Title

Home Address City State Zip Country

Home Number Cell Number Social Security Number

3.

Name Title

Home Address City State Zip Country

Home Number Cell Number Social Security Number

**Bank
Reference:**

Name Phone Number Account Number

Street Address City State Zip Country

Account Manager or Contact

**Trade
References:**

1.

Name Phone Number Account Number

Street Address City State Zip Country

Account Manager or Contact Fax Number

2.

Name Phone Number Account Number

Street Address City State Zip Country

Account Manager or Contact Fax Number

3.

Name Phone Number Account Number

Street Address City State Zip Country

Account Manager or Contact Fax Number

Credit Card Type (M/C or VISA Only): Mastercard _____ Visa _____

Exact Name on Card: _____

Card Number: _____ CCV Code _____ Expiration Date: _____

Name and Address of Issuing Bank: _____

Authorized signature to charge credit card account
on uncollected balance after sixty (60) days: _____

Terms and Conditions of Credit Application

In consideration of any extension of credit from Thermoseal and/or the Thermoseal Affiliates, the undersigned Customer hereby agrees as follows:

1. All purchases from Thermoseal and the Thermoseal Affiliates will be subject to all of the terms and conditions set forth in this Credit Application as well as the terms hereof and to the Terms and Conditions of Sale set forth on each invoice.
2. Any invoice balance that is 60 days overdue shall incur a 10% late fee charge. Any invoice balance remaining unpaid after 90 days shall incur a 1% late fee charge monthly, until the unpaid balance is paid in full.
3. Customer will be responsible for paying all of the costs of collection and enforcement of any invoice which remains past due following a 10-day grace period that are incurred by Thermoseal and/or the Thermoseal Affiliates, including but not limited to attorneys' fees, costs of suit, litigation expenses and the costs and expenses of any outside collection agencies or services.
4. The Customer further agrees that any invoice which is more than 60 days past due may result in negative credit information regarding the Customer's default and the debt owed being reported to various public and private credit agencies. The Customer hereby irrevocably authorizes Thermoseal and/or the Thermoseal Affiliates to report such negative credit information to any credit agencies.
5. Customer hereby authorizes Thermoseal and/or the Thermoseal Affiliates to charge the Customer's credit card on file for any invoice which is more than 60 days past due. Customer agrees not to dispute or charge back any such credit card charges for any reason, unless the Customer has received an enforceable judgment in Customer's favor, and hereby waives any rights Customer may have to assert a chargeback with the credit card issuer to the maximum extent permitted by law.
6. Thermoseal and the Thermoseal Affiliates make no warranties or claims about their products, either express or implied, and it is the responsibility of the Customer to determine the suitability of each product for any job or resource prior to its purchase and use by Customer.
7. The Customer agrees that in the case of a claim against Thermoseal and any of the Thermoseal Affiliates is covered by our Limited Lifetime Warranty which is publicly available on our website at www.ThermosealUSA.com or can be requested by emailing info@ThermosealUSA.com.
8. The Customer agrees that this Credit Application may be assigned by Thermoseal and any of the Thermoseal Affiliates to any third party or parties, including but not limited to any purchaser or transferee of the equity and/or assets of any of such entities, without the consent of the Customer.
9. Thermoseal and/or the Thermoseal Affiliates shall have a purchase money security interest in, and the right to repossess upon default, all products purchased by Customer until the invoice(s) related to such products have been paid in full and shall further have the right to file a UCC financing statement with any applicable state or other governmental agency to perfect its or their security interest in the same.
10. **PREJUDGMENT REMEDY WAIVER. EACH AND EVERY CUSTOMER OR GUARANTOR OF THIS AGREEMENT, AND EACH OTHER PERSON OR ENTITY WHO MAY BECOME LIABLE FOR ALL OR ANY PART OF THIS OBLIGATION, HEREBY ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52- 278a TO 52-278m, INCLUSIVE, OR BY OTHER APPLICABLE LAW EACH AND EVERY CUSTOMER OR GUARANTOR OF THIS AGREEMENT HEREBY WAIVE (A) ALL RIGHTS TO NOTICE AND PRIOR COURT HEARING OR COURT ORDER IN CONNECTION WITH ANY AND ALL PREJUDGMENT REMEDIES TO WHICH THERMOSEAL AND/OR THE THERMOSEAL AFFILIATES MAY BECOME ENTITLED BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT AND (B) ALL RIGHTS TO REQUEST THAT THERMOSEAL AND/OR THE THERMOSEAL AFFILIATES HEREOF POST A BOND, WITH OR WITHOUT SURETY, TO PROTECT CUSTOMER OR GUARANTOR AGAINST DAMAGES THAT MAY BE CAUSED BY ANY PREJUDGMENT REMEDY SOUGHT OR OBTAINED BY THERMOSEAL AND/OR THE THERMOSEAL AFFILIATES BY VIRTUE OF ANY DEFAULT OR PROVISION OF THIS AGREEMENT.**

11. This Credit Application shall be governed by the laws of the State of Connecticut. Any disputes related to this Credit Application may be heard in any state or federal court located in Fairfield County, Connecticut, and Customer hereby irrevocably consents to the jurisdiction and venue of such courts. This Credit Application, and the attachments hereto, may not be modified except in a signed writing by Thermoseal and/or the Thermoseal Affiliates.
12. This Agreement contains the entire agreement between the Customer and Thermoseal and/or the Thermoseal Affiliates, hereto with respect to the transactions contemplated herein and supersedes all previous representations, negotiations, commitments, and writings with respect thereto.
13. Copies of this Credit Application exchanged via facsimile, email or digital signature shall be deemed originals for all purposes hereunder.
14. The waiver by the Customer or Thermoseal and/or the Thermoseal Affiliates of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the Customer or Thermoseal and/or the Thermoseal Affiliates.
15. To the extent that the individual signing this Credit Application is not a sole proprietor, the Customer represents that individual is an owner, officer, manager and/or director of Customer who is authorized to bind the Customer to these terms and conditions of the Credit Application.

Authorization (indicating Customer's acceptance to the Credit Application Terms and Conditions):

Customer Full Name:

Authorized Signature

Title

Date Signed

Confirmation of Accuracy of Credit Application and Authorization to Verify

The undersigned Customer is submitting the foregoing Credit Application for the purpose of procuring and establishing credit with Thermoseal, LLC (“Thermoseal”) and the Thermoseal Affiliates (as defined in the Credit Application). Customer has furnished the business and/or personal credit information in order to induce Thermoseal and the Thermoseal Affiliates to allow the Customer to become indebted to Thermoseal and/or the purchase of various products, and other materials and services, offered by them.

Customer hereby certifies to Thermoseal and the Thermoseal Affiliates that all of the information contained in the foregoing Credit Application is true and accurate. Customer will supplement the information in the Credit Application as needed to ensure that the information contained in it is true and accurate at all times during the Customer’s business relationship with Thermoseal and the Thermoseal Affiliates. Customer further acknowledges that Thermoseal and the Thermoseal Affiliates will rely on the accuracy of such information for any credit that may be extended.

Thermoseal and the Thermoseal Affiliates are hereby authorized to contact any and all trade references, bank references and other parties listed in the Credit Application and to verify any information contained in this credit application. Customer hereby authorizes all such trade references, bank references and other parties listed in the Credit Application to release the information necessary to assist Thermoseal and/or the Thermoseal Affiliates in connection with the Application for Credit.

Customer acknowledges that Thermoseal and the Thermoseal Affiliates may rely on other outside sources, such as credit reporting agencies, in making the decision of whether or not to extend credit to the Customer pursuant to the Credit Application. Customer hereby authorizes Thermoseal and the Thermoseal Affiliates to conduct any credit check or other financial background check that they may deem necessary or appropriate in connection with the Credit Application. Customer further understands and acknowledges that Thermoseal and the Thermoseal Affiliates may deny the Credit Application for any reason in their sole and absolute discretion.

Authorization:

Print full name	Signature	Title	Date
-----------------	------------------	-------	------

This Personal Guarantee, is required to be signed for any Customer that is a Partnership, Corporation, LLC or other similar entity (other than a sole proprietorship). This Personal Guaranty, if applicable, is an integral part of this Credit Application and is to be read and signed by one or more duly authorized owners, officers, managers and/or directors of the Customer below.

Personal Guarantee to Thermoseal and Thermoseal Affiliates

For and in consideration of the extension of credit, or continuing extension of credit by Thermoseal, LLC ("Thermoseal") and/or the Thermoseal Affiliates (as defined in the Credit Application) to the Customer, the Undersigned Guarantor(s), jointly, severally, and personally as individuals, do hereby unconditionally and absolutely guarantee to pay Thermoseal and/or the ThermoSeal Affiliates, and their successors and assigns, the total amount of any indebtedness owed by Customer, and its successors and assigns, in the event that they shall fail to pay the same when due in accordance with the terms of the Credit Application, whether said indebtedness is already incurred or is hereafter incurred. This Personal Guarantee hereby shall be an open, continuing and irrevocable guarantee and shall not be limited in amount. The undersigned Guarantor(s) waive any notice of the incurring by said Company at any time of any indebtedness, and waive any and all presentment, demand, protest or notice of dishonor, nonpayment, other default or other suretyship defenses they may have at law or in equity with respect to any indebtedness.

If the Company shall fail to pay any all or any part of the indebtedness owed to Thermoseal and/or the Thermoseal Affiliates when due, such indebtedness shall be paid in full by the Guarantor(s) in like manner as if such amount constituted the direct and primary obligation of the undersigned Guarantor(s), no later than ten (10) days after delivery of written demand for the same to their address below or any other last known address by regular mail. Furthermore, in the event any default on payment terms by Company to Thermoseal, LLC, Guarantor(s) hereby agree to pay Thermoseal and/or the Thermoseal all such indebtedness owed by Customer, including but not limited to any late charges accruing on the indebtedness, and any costs of collection and enforcement against both the Customer and the applicable Guarantor incurred by Thermoseal and/or the Thermoseal Affiliates in connection therewith, including but not limited to attorneys' fees, costs of suit, litigation expenses and the costs and expenses of any outside collection agencies or services.

It is further understood that this Personal Guarantee may be revoked only by the express written consent of Thermoseal and/or the Thermoseal Affiliates, as applicable, the request for which shall be made by certified mail, and any said revocation shall not in any manner affect the liability of the Guarantor(s) for any liability incurred prior to the revocation. The undersigned Guarantor(s) hereby consent to any modification or renewal of the Credit Application which is hereby being guaranteed without notice of any kind. The undersigned Guarantor(s) further acknowledge and agree that each Guarantor may be held liable for the full indebtedness owed to Thermoseal and/or the Thermoseal Affiliates hereunder whether or not any collection or enforcement actions have been undertaken against the Customer and/or against any other Guarantor(s).

The undersigned hereby authorizes Thermoseal and the Thermoseal Affiliates to conduct any investigation, credit check or other financial background check that they may deem necessary or appropriate in connection with Customer's Credit Application.

The undersigned Guarantor(s) hereby accept and agree to the terms of this Guarantee as of the date(s) set forth below. The failure of any person to sign this Guarantee shall not release or affect the liability of any other signer hereof.

Personally Guaranteed By Guarantor(s):

1. Printed Name:

Address _____

City _____

State _____ Zip _____

SS# _____

Signature

Date: _____

2. Printed Name:

Address _____

City _____

State _____ Zip _____

SS# _____

Signature

Date: _____

3. Printed Name:

Address _____

City _____

State _____ Zip _____

SS# _____

Signature

Date: _____

4. Printed Name:

Address _____

City _____

State _____ Zip _____

SS# _____

Signature

Date: _____