



O L M S T E D - K I R K

Equipment & Supply Co.

**CREDIT APPLICATION
AND
PURCHASE AGREEMENT**

PLEASE COMPLETE AND SIGN THIS CREDIT APPLICATION AND PURCHASE AGREEMENT IN FULL TO BE CONSIDERED FOR OPEN ACCOUNT STATUS. FAILURE TO DO SO MAY AFFECT OUR ABILITY TO DELIVER PRODUCT PROMPTLY.

FOR YOUR CONVENIENCE YOU MAY FOLD AND MAIL TO ADDRESS ON REVERSE SIDE.

THANK YOU,

CREDIT DEPARTMENT



CONFIDENTIAL BUSINESS CREDIT APPLICATION

O-K ACCOUNT NO.
O-K SALES REPRESENTATIVE
DATE

LEGAL NAME OF COMPANY		TRADE NAME/DBA (IF APPLICABLE)		
BILLING/MAILING ADDRESS		DELIVERY ADDRESS		
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE		
TELEPHONE NO.	FAX NO.	FEDERAL TAX I.D. NO.	SALES TAX PERMIT NO.	ESTIMATED MONTHLY PURCHASES
YEARS IN BUSINESS	TYPE OF BUSINESS	ARE PURCHASE ORDERS REQUIRED? <input type="checkbox"/> YES <input type="checkbox"/> NO	ACCOUNTS PAYABLE CONTACT	TELEPHONE NO.

OWNERSHIP

<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> BRANCH	LOCATION OF HOME OFFICE	<input type="checkbox"/> SUBSIDIARY OF (NAME & LOCATION)
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP	<input type="checkbox"/> DIVISION		
NAMES OF PRINCIPALS AND TITLES		HOME ADDRESS		SOCIAL SECURITY NO.

BANK REFERENCE/FINANCE

NAME OF BANK	TYPE OF ACCOUNT (S) <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOAN		
ADDRESS	ACCOUNT NO.	ACCOUNT NO.	
CITY, STATE, ZIP CODE	NAME OF OFFICER OR CONTACT		TELEPHONE NO.
DO YOU UTILIZE ACCOUNTS RECEIVABLE FINANCING? <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, NAME OF BANK, FACTOR OR OTHER FINANCIAL INSTITUTION		TELEPHONE NO.

MAJOR TRADE REFERENCES

NAME OF SUPPLIER	MAILING ADDRESS, CITY, STATE, ZIP CODE	TELEPHONE NO.	ACCOUNT NO.
1.			
2.			
3.			
4.			

REAL ESTATE

<input type="checkbox"/> OWN <input type="checkbox"/> RENT <input type="checkbox"/> LEASE	NAME OF MORTGAGE HOLDER, OR LEASING AGENT	TELEPHONE NO.
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PRINTING EQUIPMENT (IF APPLICABLE)

<input type="checkbox"/> OWN <input type="checkbox"/> LEASE	NAME OF LIEN HOLDER, OR LEASING COMPANY	TELEPHONE NO.
PLEASE LIST MAJOR ITEMS OF PRINTING EQUIPMENT CURRENTLY IN YOUR SHOP		

IS A FINANCIAL STATEMENT AVAILABLE? YES NO IF YES, PLEASE ATTACH COPY.

SALES TAX INFORMATION TAXABLE NON-TAXABLE REASON CLAIMING EXEMPTION: _____

PLEASE NOTE: We must charge sales tax on all purchases until we receive a properly executed tax certificate to include 11-digit limited tax permit number if applicable. Any sales tax charged will be credited to your account after the proper certificate is received.

BUYER AGREES THAT ALL PURCHASES MADE FROM OLMSTED KIRK ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AS WELL AS TO ALL TERMS AND CONDITIONS STATED ON THE INVOICES AND/OR DELIVERY TICKETS:

1. This application covers any and all purchases from Olmsted-Kirk Paper Company, Olmsted-Kirk Equipment & Supply, O-K Paper Centers, Olmsted-Kirk Company of Houston, and/or O-K Paper Specialties Company, Inc., all of which are referred to herein as "Olmsted-Kirk."
2. The undersigned Buyer hereby certifies that the information on this application and on the financial statement is given for the purpose of obtaining business credit from Olmsted-Kirk on open account terms, and that all the information provided by Buyer on this application and the financial statement is true and accurate. Buyer hereby authorizes Olmsted-Kirk to contact consumer and/or commercial reporting agencies and any or all of the references listed on this application. Buyer also authorizes all references listed to release any and all information pertinent to Buyer's credit and financial responsibility to the Credit Dept. of Olmsted-Kirk. By signing below, Buyer and any Guarantor agree to pay all of Olmsted-Kirk's invoices in accordance with their terms.
3. All sales will be C.O.D. until this credit application is approved.
4. The undersigned Buyer agrees to pay all bills in accordance with the invoice terms of Olmsted-Kirk and further understands that failure to pay according to such terms may result in suspension of credit and in legal action.
5. The undersigned Buyer further understands and agrees that past due balances are subject to service charges at the rate of 1 1/2% per month (18% per annum) or maximum permitted by Law. In the event of default in payment, Buyer shall be liable for all collection costs incurred by Olmsted-Kirk, including but not limited to collection agency fees, court costs, and reasonable attorney fees.
6. The undersigned Buyer is obligated to pay for all goods purchased from Olmsted-Kirk, regardless of whether the Buyer receives any payments due him/it related to the goods. Invoices are not payable in installments, but are payable in full in accordance with their terms. Olmsted-Kirk may apply payments at its sole discretion on any unpaid invoice unless Buyer clearly indicates how such funds are to be applied.
7. This application is covered by the Equal Credit Opportunity Act, its amendments and Regulation B. Business credit will not be denied because of age, marital status, sex, race, color, religion, or national origin.
8. The terms, conditions and covenants contained herein shall be governed and construed in accordance with the Laws of the State of Texas, and venue in any action shall be in the appropriate court located in Dallas, Dallas County, Texas.
9. Optional arbitration agreement: At the sole election of Olmsted-Kirk on written notice to all debtors and guarantors, the parties agree to resolve by binding arbitration all claims and disputes greater than \$5,000.00 arising from or relating to agreements and transactions, including the validity of this arbitration clause. The arbitration shall be conducted in Dallas, Dallas County, Texas. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association. If the election is made to arbitrate the proceeding, claims or disputes as to any and all dealings between Olmsted-Kirk and debtors and guarantors, the parties agree to accept service by certified mail, return receipt requested, through the United States Postal Service of the initial claim documents to commence the arbitration. Judgment upon the award may be entered in any court having competent jurisdiction. If suit is necessary to compel arbitration or to stay court proceedings because of mandatory arbitration, the party or parties not complying with this provision shall pay all reasonable attorney's fees, court costs and expert witness fees incurred by the party successfully enforcing this arbitration provision.
10. THE UNDERSIGNED AGREE THAT OLMSTED-KIRK SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE ANY OR ALL OF THE GOODS FOR ANY PURPOSE WHATSOEVER. THEY FURTHER AGREE THAT THE MAXIMUM LIABILITY OF OLMSTED-KIRK SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE GOODS CLAIMED TO BE UNSUITABLE.

BUYER:

Firm Name _____

Signature _____

Owner, partner, or authorized agent

Title _____

In consideration of credit extended to Buyer, the undersigned guarantor(s), jointly and severally, do/does hereby personally and unconditionally guarantee to Olmsted-Kirk or its assigns the payment in full, on demand, of all sums of money as is now or may hereafter become due from Buyer to Olmsted-Kirk or any affiliated, subsidiary, or related company. This guaranty shall not be impaired by any extension of time or forbearance granted to the Buyer with respect to any credit now outstanding or hereafter extended to Buyer. Guarantor(s) severally waive notice of acceptance of this guaranty and all other notices and waive diligence, presentment, protest and suit on behalf of Olmsted-Kirk in the collection of any amount owed Olmsted-Kirk by Buyer and agrees that Olmsted-Kirk shall not be required first to endeavor to collect from Buyer any amounts owed or to prove or try to foreclose on any collateral before requiring Guarantor or any of them to pay the full payment due by Buyer to Olmsted-Kirk. The undersigned guarantor(s) also agrees to pay interest, at the rate provided above, and reasonable attorney's fees as allowed by law if it becomes necessary to enforce this guaranty by suit.

By _____

Guarantor

Date: _____

By _____

Guarantor

Date: _____