



New Account Form

Firm Name _____ Date _____ IR Sales Rep _____

dba _____ Ship To _____

Bill To _____

Phone _____ Fax _____

A/P Contact _____ E-Mail _____

Corporation / S-Corp Proprietorship LLC Partnership Desired Credit Limit \$ _____

State Incorporated In _____ Years in Business _____ FIN Number _____ Prior Bankruptcy Yes No

Individual/Partners:

Name _____ Telephone _____

Home Address _____ Cell Phone _____

City/State/Zip _____ Spouse _____

Social Security Number _____ Spouse's SSN _____

Corporation Principals:

Full Name	Home Address	City / State / Zip	Telephone
_____	_____	_____	_____
_____	_____	_____	_____

Trade References:

Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Telephone _____	Telephone _____
Fax Number _____	Fax Number _____
Account/Customer Number _____	Account/Customer Number _____

Name _____	Name _____
Address _____	Address _____
City/State/Zip _____	City/State/Zip _____
Telephone _____	Telephone _____
Fax Number _____	Fax Number _____
Account/Customer Number _____	Account/Customer Number _____

Bank References:

Bank _____	Account Number _____
Address _____	Telephone Number _____
City, State, Zip _____	Fax # _____

Checking Savings Loan

Agreement

We apply to I R Specialty Foams, LLC, (IR) and any of its affiliates for credit and/or to update /reconfirm existing accounts. We warrant the above information to be true and accurate. We hereby agree that all purchases from IR are subject to the following terms and conditions. We (hereinafter referred to as the Customer) hereby agree that all amounts due for goods and services are payable to IR at the address shown on the invoice, and statements are payable in full without deduction or set off of any kind. The Customer agrees neither to order nor accepts goods from IR while Customer is insolvent with in the meaning of 1-201(23) of the UCC. Every order placed, or delivery accepted, while the Customer is insolvent shall constitute a written misrepresentation of solvency to IR within the meaning of 2-702(2) of the UCC. The Customer understands and agrees that IR may cancel extension of credit, and/or discontinue deliveries at any time; and may require all outstanding amounts to be paid in full on demand in the event sales to the customer are discontinued for any reason. The Customer hereby agrees that all amounts due IR are payable in full according to the terms stated on each invoice. If any amount due IR is not paid in said period, a charge of 1½% per month (18%per annum) of the delinquent balance or the maximum rate allowable by law (whichever is less) shall accrue from the date payment is due, until paid. The Customer agrees that all transactions arising hereunder shall be governed and interpreted by the laws of the state in which the IR corporate office is located. The Customer agrees that venue and jurisdiction of any action to enforce this agreement shall be in the county in which the IR corporate office is located. The Customer agrees to pay, in the event the account becomes delinquent, all costs and expenses, including but not limited to, attorney's fees or agent's fees or any other costs incurred associated with collection of the account plus all attendant collection costs whether or not litigation is initiated. The Customer authorizes IR to inquire into and obtain, at any time, from any bank, lending institution, credit reporting agency or credit reference, whether listed or the credit application or not, any and all information relating to the Customer's creditworthiness or financial condition, including personal credit reports on its officers, directors, partners and owners at any time. The Customer agrees to notify IR Credit department in writing (certified mail) 30 days prior to any change of name and/or ownership of the Customer, or of the Customer's business, and further agrees to be liable for all purchases by any buyer of the business should said notification not be given. IR may, regardless of terms stated on the invoices, require all outstanding amount to be paid in full on demand, upon change in ownership. Oral agreements or oral commitments to loan money, extend credit, or forebare from enforcing repayment of debt are not enforceable under Washington law.

Authorized Signature

Authorized Signature

Print or Type Name

Print or Type Name

Title/Position (Owner, Partner, President, etc.)

Title/Position (Owner, Partner, President, etc.)

Date

Date

Personal Guaranty

Each of the undersigned, for in and consideration of I R Specialty Foams, LLC extending credit at my/our request to the business entity identified below, [hereinafter referred to as the Customer] hereby personally guaranty payment of all obligations of the Customer [including all interest, attorney fees, and charges] to I R Specialty Foams, LLC ("the Indebtedness") and do hereby agree to bind myself to pay I R Specialty Foams, LLC on demand any sums which may become due it by the Customer, whether or not demand has been made on the Customer or any other guarantor. It is understood that this guaranty is unconditional and shall be continuing and irrevocable for such Indebtedness of the Customer to I R Specialty Foams, LLC as presently or hereafter exists. Each of the undersigned hereby waives all notices and demands of any kind, including notice of default or nonpayment or deferral for payment, and consent to any extensions of time to pay, modification or renewal of the above credit agreement or any release of modification of security thereunder. Each of the undersigned hereby waives and releases all rights of contribution or indemnity by customer. Additionally, each of the undersigned guarantor(s) agrees to pay, in the event the "the Indebtedness" becomes delinquent, I R Specialty Foams, LLC's attorneys and or agents fees associated with collection of the "the Indebtedness" plus all attendant collection costs whether or not litigation is initiated. The undersigned also each agree that venue and jurisdiction for any action brought will be in the state and county in which the I R Specialty Foams, LLC corporate office is located. This guaranty is personal to the undersigned. Any notation of corporate capacity shall be taken as informational only and shall not affect the personal nature of the guaranty. If there is more than one guarantor, all undertakings shall be joint and several. Each guarantor is liable for payment of the entire Indebtedness.

The undersigned herby consent {s} to I R Specialty Foams, LLC's use of non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal {s}, proprietor {s}, and/or guarantor {s} in connection with the extension of business credit as contemplated by the credit application. The undersigned hereby authorize {s} I R Specialty Foams, LLC to utilize a consumer credit report in the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The Undersigned as {an} individual {s} herby knowingly consent {s} to the use of such credit report consistent with The Federal Fair Credit Reporting Act as contained in 15 U.S.C.@1681et seg.

Signature Lines

Legal Name: _____

Trade Name: _____

Print Name: _____

x _____

SS #: _____ Date: _____

Print Name: _____

x _____

SS #: _____ Date: _____

Multi-jurisdictional Sales Tax Exemption Certificate

Blanket
 Single Purchase

I certify that
(Name of firm) _____

is engaged as a registered
 Wholesaler
 Retailer
 Manufacturer
 Lessor
 Other _____

is registered with the below listed state(s) and city(ies) within which your firm would deliver purchases to us and that any such purchases are exempt from tax for the following reason(s):

- Wholesale
- Retail in current form
- Resale as converted into or as component part of a product produced by the undersigned
- Equipment used directly and primarily in the manufacturing of other products sold by the undersigned
- Equipment used directly and primarily in the Research and Development of other products sold by the undersigned

Products or Services Rendered: _____

City or State: _____ Registration # _____

City or State: _____ Registration # _____

City or State: _____ Registration # _____

I further certify if any property so purchased tax free is used or consumed by the firm as to make it subject to Sales or Use Tax, we will pay the tax due direct to the proper taxing authority when the state law so provides or inform the seller for added tax billing. I, the undersigned, hereby swear (under the penalties of perjury and false swearing), that all of the information shown on this certificate is true.

Signature: _____

Name: _____

Title : _____

Date : _____

Credit Department Fax: (253) 722-2226



Specialty Foam, LLC

Established 1946

2105 – 51ST Ave. E., Suite 200 Fife, WA 98424 (253) 922-1148 Fax (253) 922-5338

TERMS AND CONDITIONS OF SALE

Our goal is to provide quality products at competitive prices.

We have over half century of leadership in the wholesale distribution of foam fabrication and upholstery production.

RECOMMENDATIONS:

To assist us in serving you more smoothly, please use your account number when placing orders.

PRICES:

All prices are subject to change without notice and are FOB our warehouses, unless otherwise noted. Prices in effect at time of shipment will apply. Please call for current quotations.

SPECIAL ORDERS:

A 50% deposit is required on special orders. If a special order is canceled, you are responsible for any costs incurred up to that time. There are no returns or exchanges on special orders.

SALES TAX:

We are required by law to collect tax in California, Idaho and Washington. Your current tax certificate must be on file or your account will be charged sales tax automatically. Washington State requires that these certificates be updated every four years.

PAYMENT TERMS:

Unless otherwise noted, our terms are due on receipt of merchandise. If an open account has not been established, we will gladly accept Visa, MasterCard or proforma purchases. To open an account, please complete and sign the enclosed application and Multi-jurisdictional Sales Tax Exemption Certificate form (if applicable). With credit approval, our terms are NET 10th Proximo (Example: Purchases made from January 26th through February 25th are due and payable on March 10th). A service charge of 1.5% per month (18% per annum) will be added to past due accounts. Past due balances may result in the account being placed on COD terms until they are cleared.

We are members of the National Association of Credit Management and Dun & Bradstreet, and a customer-focused business.

TERMS AND CONDITIONS OF SALE, PAGE 2

FEES:

Returned checks are subject to a processing fee of \$25.00 and the account is automatically changed to a cash only account until redeemed.

RETURNED MERCHANDISE:

Do not return merchandise for credit without prior authorization from us. All return requests must be made within 30 days of the original shipment. Returns must include our authorization number. If we have cut and packaged and/or it has left our warehouse, the cancellation or refusal of shipment will also result in a restocking fee and freight charges in both directions. We cannot accept returns on merchandise that has been specially treated per your request (quilting, stain resistance, special coatings, etc.) or already cut. Returned merchandise must be in saleable condition. Please read and verify your packing list. Our standard restocking fee is 15% plus freight charges both ways.

FREIGHT:

All merchandise is FOB shipping point. If we have no specific instructions, we will ship the way we consider to be in your best interest. We will gladly assist in tracing lost merchandise or filing claims for damage.

QUALITY CONTROL:

Please examine your shipment carefully before signing. If damaged or quantity count does not agree, accept the shipment and note the shortage or damage on the receipt. **Have the receipt signed by the driver.** Failure to do so may jeopardize your recovery.

Be sure to count the pieces you receive and make sure it agrees with the delivery slip before you sign it. Your signature is acknowledgement of receiving the number and items on your delivery receipt.

www.irfoam.com
1-888-804-8242 (PST)