

CREDIT APPLICATION AND AGREEMENT

This application must be completed and signed by the president or vice president of company applying for credit (buyer). No application will be considered without authorized signatures, initials and dates.

1. Legal name for billing: _____ 2. Ship to: _____

_____ Address _____ Address

_____ P.O.Box / Street _____ P.O. Box / Street

_____ City State Zip _____ City State Zip

_____ Phone _____ Fax _____ e-mail _____

_____ http://www. _____

Internet Web Page _____

3. Buyer Is A: (Circle One)

A) Corporation B) Partnership C) Joint Venture D) Sole Prop

Dealer/Distributor / Resale No: _____ **And/Or Contractor / Contract. Lic.No.** _____

Year Established _____ How Long At Present Address _____

_____ Name(S) Of Principal(S) / Address City, State, Zip Phone _____

_____ Name(S) Of Principal(S) / Address City, State, Zip Phone _____

4. Commercial Credit References:

Name Address & Zip Code Phone / Fax / E-Mail

1) _____

2) _____

3) _____

5. Bank References:

Name Address & Zip Code Phone / Fax Account #

1) _____

2) _____

CREDIT APPLICATION AND AGREEMENT

6. Credit Card Information

In order to establish credit with SealBoss Corp. valid credit card information may be necessary. The expiration date must exceed six months from the date of signing of this credit application. As and for an inducement to SealBoss Corp., to sell the Applicant of this Application/Contract and in consideration thereof, the undersigned agrees to have SealBoss Corp. charge to the credit card described below any amount or amounts due and owing to it on account from the Applicant this Application/Contract if payment in full on such account remains open on the books SealBoss Corp. for a period of sixty (60) days from the date of the original invoice.

Customer Name: _____

Credit Card Billing Address: _____

Customer Phone Number & Email: _____

SealBoss Corp. Account Number: _____

Please circle the type of credit card you wish to use for payment:

Visa

MasterCard

American Express

Credit Card Number: _____

Security Code (CID/CVV2/CVC2): _____

CVV2 (Card Verification Value 2) or CVC2 (Card Validation Code 2) or CID (Card Identification number) is the three or four-digit security code that is printed on credit cards to provide added credit card transaction security. It appears at the top right side of the signature panel on the back of the credit card, or above the credit card number on the front of the card for American Express Cards.

Name as it appears on credit card: _____

Card Expiration Date: _____ (MM/YY)

Acceptable Credit Cards: VISA - MasterCard - Amex (circle one)

Credit Card Number	Name on Card	Expiration Date
--------------------	--------------	-----------------

7. Buyer agrees that, if credit is extended pursuant to this application, all terms and conditions as stated herein are understood and accepted by buyer. Buyer shall initial each page of this application and agreement and sign the last page hereof to signify his acceptance hereof, and further certifies that all information supplied herein by buyer to request credit are true, complete and correct. Buyer authorizes SealBoss Corp. (seller) to verify all credit and financial information herein and to contact individuals and companies referred to. SealBoss Corp. reserves the right to charge credit cards on delinquent accounts.
8. Buyer agrees that if litigation of collection procedures must be instituted for collection of any unpaid balances due on this account, buyer will pay all costs of such efforts, including reasonable attorney's fees.
9. All accounts more than 30 days past due invoice date shall be deemed past due, and interest on said accounts shall accrue at the rate of two per cent (2 %) per month (24 % per year).
10. If any legal action must be commenced for any unpaid balances or other, buyer agrees that venue for such action shall be orange county, State of California, notwithstanding that buyer may do business elsewhere. This agreement is to be performed, for all purposes, in the county of orange, State of California.
11. All sales to buyer are expressly conditional on buyer's acceptance of the within terms, and said terms and conditions may not be modified, altered, or removed without a writing, signed by buyer and SealBoss Corp. Acceptance of goods and/or payment therefore by buyer shall further constitute acceptance hereof.
12. All risk of loss shall shift to buyer at delivery by seller to f.o.b. location.
13. No sales representative has any authority to alter, modify, or waive any of these terms and conditions.

CREDIT APPLICATION AND AGREEMENT

- 14. Seller reserves the right to require payment in full cash prior to any shipment or delivery if, in seller's opinion, the financial condition of buyer at time of sale does not justify the extension or further extension of credit.
- 15. All shipments or deliveries are subject to prior orders on file with seller. Seller shall not be liable for failure to perform or delay in performance resulting from fire, labor difficulties, earthquakes, delay in usual sources of supply, changes in economic conditions, or, without limitation by the foregoing, any other cause beyond seller's control.
- 16. Merchandise can only be returned in original and unused condition upon written approval signed by an officer of seller. Returned merchandise is subject to a 20% restocking charge payable by buyer based on the invoice amount of the product returned. Any shipping charges for the return of merchandise have to be prepaid by buyer.
- 17. If product sold hereunder are products of manufacturers other than SealBoss Corp., seller makes no warranties, express or implied, concerning such products. All such goods are sold as is, with all faults, but seller shall use best efforts to obtain repair or replacement only of such products if they prove to be, in seller's opinion, defective in material or workmanship. The warranty expressed herein and on each invoice, is exclusive and in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.
- 18. Seller assumes no liability for any special, indirect, incidental or consequential damages. The remedies of buyer set forth herein are exclusive, and the liability of seller with respect to any contract, invoice, or sale, no matter what legal theory may be utilized, shall not exceed the price of the product upon which such liability may be based.
- 19. Prices shown do not include any applicable tax. Any such tax shall be added to such prices and buyer agrees to reimburse seller for any such taxes or surcharges imposed by any governmental agency.
- 20. Buyer agrees that, in consideration of seller's execution of this contract that any claim of any kind by buyer arising out of or based on this contract or otherwise shall be barred unless asserted by buyer by the commencement of an action within six (6) months after the delivery of the products or other event, action or inaction to which such claim relates. This provision shall survive any termination, however arising.
- 21. This writing is the entire agreement of the parties, and expressly incorporates by reference all the terms of any invoices issued for this account. This agreement may not be modified, altered or waived without subsequent writing, signed by the parties hereto. Any prior oral or written agreements are void, and the agreement is the sole agreement between the parties

I have read and understand all terms listed above 1-21 in their entirety. _____ Initial

This Credit Application And Agreement Has Been Read In Full And Understood.

Executed This _____ Day Of _____, 20 _____, At _____

Signed In Acceptance By:

Name (Printed): _____

Signature: _____

Title: _____

For (Company): _____

For your information:

Below is the current "SealBoss Corp. Limited Product Warranty Policy and Disclaimer" which is subject to change.

Limited Warranty Policy and Disclaimer for Products Supplied and/or Distributed by SealBoss Corp.: All recommendations, statements and technical data herein are based on tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not to be construed as a warranty either expressed or implied. User shall rely on his or her own information and tests to determine suitability of the product for the intended use and user assumes all risk and liability resulting from his or her use of the product. Nothing contained in any supplied materials relieves the user of the obligation to read and follow the warnings and instruction for each product as set forth in the current Technical Data Sheet, product label and Material Safety Data Sheet prior to product use. SealBoss Corp. warrants supplied / distributed products to be free of manufacturing defects. Seller's and manufacturer's sole responsibility shall be to replace that portion of the product of the manufacturer which proves to be defective. There are no other warranties by SealBoss Corp. of any nature whatsoever expressed or implied, including any warranty of merchantability or fitness for a particular purpose in connection with this product. SealBoss Corp. shall not be liable for damages of any sort, including remote or consequential damages resulting from any claimed breach of any warranty whether expressed or implied. SealBoss Corp. shall not be responsible for use of this product in a manner to infringe on any patent or any other intellectual property rights held by others. In addition, no warranty or guarantee is being issued with respect to appearance, color, fading, chalking, staining, shrinkage, peeling, UV damage, excessive temperature exposure, normal wear and tear or improper application by the applicator. Damage caused by abuse, neglect and lack of proper maintenance, acts of nature and / or physical movement of the substrate or structural defects are also excluded from the limited warranty. SealBoss Corp. reserves the right to conduct performance tests on any material claimed to be defective prior to any repairs by owner, general contractor, or applicator. Neither seller nor manufacturer shall be liable to the buyer or any third person for any injury, loss or damage directly or indirectly resulting from use of or inability to use the product. Recommendations and statements other than those contained in a written agreement signed by an officer of the manufacturer shall not be binding upon the manufacturer or seller. SealBoss Corp. reserves the right to change the properties of products without notice.