



**CREDIT APPLICATION**

Legal Name ("Customer"): \_\_\_\_\_

Doing business as (if different): \_\_\_\_\_

Social Security No. or Federal ID No: \_\_\_\_\_ (This information will not be shared publicly).

Bill to address: \_\_\_\_\_  
(P.O. Box or Street address) (City, State, Zip Code & County)

Ship to address: \_\_\_\_\_  
(P.O. Box or Street address) (City, State, Zip Code & County)

Business Phone: (\_\_\_\_\_) \_\_\_\_\_ Business Fax: : (\_\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Invoices by Email: \_\_\_\_ or Fax \_\_\_\_ (please check one) Taxable: Yes \_\_\_\_ No \_\_\_\_ (If no, attach sales tax exemption certificate)

Purchasing Contact: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Purchaser Phone Number: \_\_\_\_\_ Purchaser Fax Number: \_\_\_\_\_

Require PO#: \_\_\_\_\_

A/P Contact: \_\_\_\_\_ E-mail address or Fax # for invoice transmittal: \_\_\_\_\_

Accounts Payable Phone Number: \_\_\_\_\_ Accounts Payable Fax Number: \_\_\_\_\_

<b>Type of Business:</b>	<b>List owners, partners, officers and ownership percentage</b>
____ Corporation ____ State of Incorporation	Name _____ Title _____ %
____ Partnership ____ LLC ____ Sole Proprietor	Name _____ Title _____ %

Date business started: \_\_\_\_\_ Number of Employees: \_\_\_\_\_ Annual Sales/Revenue: \$ \_\_\_\_\_

Estimated monthly purchases from KRAFT TANK: \$ \_\_\_\_\_

**REFERENCES**

*List of current creditors. Attach additional sheet if necessary.*

Trade Reference Name: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Trade Reference Name: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Trade Reference Name: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Bank Name: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

**AGREEMENT**

The Customer certifies that the information contained herein is true and correct, and further agrees that this Credit Application is submitted to KRAFT TANK CORP., as well as its successors and assigns (collectively, "Kraft Tank"). Customer grants permission to Kraft Tank to obtain independent credit reports and other information from Customer's trade references and banks, and authorizes credit references and banks to release information that may be used to determine creditworthiness, both now and in the future. Customer agrees that if credit is extended, all credit and sales made shall be subject to the following:

1. Customer shall pay the full amount of the invoice(s) when due, which is defined to be thirty (30) days from the invoice date, unless an alternate time frame, has been agreed to by both Kraft Tank and Customer, in writing.
2. If payment in full is not received by the due date, Customer shall owe, in addition to the invoice amount, a late fee of 1.5% per month, or the maximum allowed by law, on all unpaid balances. In the event Kraft Tank refers any unpaid past due balance to an outside collection agency and/or attorney for collection, Customer agrees to pay Kraft Tank's reasonable attorneys' fees and all other costs of collection.
3. Customer acknowledges receipt of and agrees hereafter to Kraft Tank's **Conditions and Terms of Sale**, and other terms as may also be set forth on individual invoices.
4. I further certify on Customer's behalf that Customer is solvent as defined by Article 1 of the Uniform Commercial Code, and that Customer will immediately, in writing, notify Kraft Tank if it becomes insolvent.
5. This Agreement shall be continuing unless mutually terminated by both parties in writing. This Agreement shall be governed by Kansas law.
6. I further certify that I am an officer of Customer, knowledgeable of the financial conditions of Customer, and that I am empowered and authorized to enter into the aforesaid Agreement on Customer's behalf.

**Customer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age; (provided Customer has the capacity to enter into a binding contract); because all or part of Customer's income derives from any public assistance program; or because Customer has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission; Equal Credit Opportunity, Washington, D.C. 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please mail your written request to: Kraft Tank Corp., 320 Kindleberger Road, Kansas City, KS 66115 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

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**CREDITOR AUTHORIZATION RELEASE FORM**

DUE TO THE TIGHTENING OF REGULATIONS IN THE DIVULGING OF CREDIT INFORMATION, CREDITORS ARE NOW REQUIRING WRITTEN AUTHORIZATION FROM THEIR CUSTOMERS FOR RELEASE OF ANY INFORMATION IN REGARDS TO THEIR ACCOUNT. WHEN YOU RETURN YOUR COMPLETED CREDIT APPLICATION, PLEASE SIGN AND RETURN THIS AUTHORIZATION. PLEASE COMPLETE THE BELOW REQUESTED INFORMATION IN FULL. AREAS LEFT INCOMPLETE MAY CAUSE UNDUE DELAY.

**I GIVE MY PERMISSION FOR THE RELEASE OF INFORMATION ABOUT MY ACCOUNT OR OTHER CREDIT INFORMATION AS REQUESTED ON THE ATTACHED CREDIT APPLICATION.**

COMPANY NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ TITLE \_\_\_\_\_

DATE \_\_\_\_\_

\*Electronic signatures will not be accepted

# **INDIVIDUAL PERSONAL GUARANTY**

I/We \_\_\_\_\_, in consideration for Kraft Tank Corp., and its assigns or successors in interest (collectively, "Kraft Tank") extending credit at Customer's request, do hereby personally guarantee to Kraft Tank the full payment, without prior notice to me or legal action against Customer, any obligation of Customer to Kraft Tank if Customer fails to pay the same pursuant to the Kraft Tank's conditions and Terms of Sale. It is understood that this guarantee shall be a continuing, non-transferable, and irrevocable guarantee and indemnity for Customer's indebtedness. This obligation shall cover the renewal of any claims guaranteed by this instrument or extension of time for payment thereof. I/We further agree that this guaranty shall be governed by Kansas law. I/We shall pay any attorneys' fees and costs incurred by Kraft Tank in enforcing this guarantee. The undersigned hereby authorizes Kraft Tank to procure his/her individual consumer credit report relative to the business credit Customer's investigation and indebtedness as set forth by the Fair Credit Reporting Act.

**I GIVE MY PERMISSION FOR THE RELEASE OF INFORMATION ABOUT MY ACCOUNT OR OTHER CREDIT INFORMATION AS REQUESTED ON THE ATTACHED CREDIT APPLICATION.**

SIGNATURE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ PRINTED NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_ SSN# \_\_\_\_\_ DATE \_\_\_\_\_ SSN# \_\_\_\_\_

\*Electronic signatures will not be accepted

## **KRAFT TANK—CONDITIONS AND TERMS OF SALE**

The following terms of sale pertain to all entities and is collectively referred to as Kraft Tank Corp. The terms of sale shall be applicable to all sales made by Kraft Tank Corp. except where it is otherwise expressly agreed in writing. Acceptance of delivery of any or all goods ordered by a buyer shall constitute assent by the buyer to these terms of sale.

- 1. PRICES.** The prices quoted may be changed by Kraft Tank Corp. without notice in order to reflect Kraft Tank's prices at time of shipment, and any increase in transportation, labor or other costs. If a delivered price has been quoted, any charges at destination for spotting, switching, handling, storage and other accessorial services and demurrage shall be borne by buyer, and any increase or decrease in transportation charges shall be added to or subtracted from the quoted price. Kraft Tank Corp. reserves the right to correct any obvious errors in specifications or prices.
- 2. SURCHARGES.** Any surcharges imposed by Kraft Tank's suppliers at the time of shipment shall be paid by buyer.
- 3. TAXES.** Any taxes; other than income taxes; which, under any existing or future law, Kraft Tank may be required to pay or collect with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the goods or services covered shall, if not separately shown, be added as a separate item to the quoted price, and shall be paid by buyer to Kraft Tank on demand. The foregoing shall not apply to any taxes the payment or collection of which by Kraft Tank Corp is excused by reason of delivery to Kraft Tank of valid tax exemption certificates.
- 4. QUANTITIES.** If it is indicated that any item is to be shipped from a producing mill, the producing mill may, on certain commodities reserve the privilege of shipping over or under the ordered quantity in accordance with established percentages (as shown in their price books), which will constitute full and complete shipment of the material specified.
- 5. TERMS OF PAYMENT.** Unless otherwise expressly provided, payment shall be due 30 days from the date of each invoice, without discount. Any cash discount which may be expressly provided for applies only to the sale price of the goods at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation.
- 6. DELIVERIES.** Any shipping schedule is approximate. Kraft Tank shall not be liable for any delay in delivery or failure to deliver caused for any reason in whole or in part beyond our reasonable control including but not limited to production schedules of the producing mill, unavailability of materials, labor disturbances, acts of God, transporting difficulties or causes which abnormally increase the cost of performance. Should shortages in Kraft Tanks supply occur for any reason, Kraft Tank may allocate the material in such manner and amount as Kraft Tank may determine. Acceptance by buyer of any goods shall constitute a waiver by buyer of any claim for damages on account of any delay in delivery of such goods.
- 7. NUCLEAR APPLICATION EXCLUSION.** It is expressly understood and agreed that, without Kraft Tank's prior written acknowledgment, buyer will not use, cause to be used or make available for use the goods described herein in any nuclear application including, but not limited to, use in connection with any nuclear reactor, any nuclear power generating system or any nuclear waste (or spent fuel) disposal project. Any subsequent nuclear application of the goods is wholly unauthorized and shall be deemed to be unknown to, unforeseeable to and unintended by Kraft Tank.
- 8. SUSPENSION OF PERFORMANCE.** If in Kraft Tank's judgment reasonable doubt exists as to buyer's financial responsibility, or if buyer is past due in payment of any amount owing to Kraft Tank, Kraft Tank reserves the right, without liability and without prejudice to any other remedies, to suspend performance, decline to ship or to stop any material in transit, until Kraft Tank receives payment of all amounts owing to Kraft Tank, whether or not due, or adequate assurance of such payment.
- 9. SHIPMENTS.** Unless otherwise expressly stated, shipment may be by carrier or other means selected by Kraft Tank. Buyer assumes all risk of loss in transit.
- 10. WARRANTY.** Kraft Tank warrants only that the goods will conform to their description as herein stated, subject to tolerances and variations described in the following paragraph. **KRAFT TANK MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 11. TOLERANCES AND VARIATIONS.** All goods shall be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.
- 12. INSPECTION.** Materials must be examined by buyer immediately upon receipt to determine correctness of shipment as to quantity, size, length, and condition. Buyer must not cut, fabricate or otherwise use material without such examination.
- 13. CLAIMS.** If, upon inspection by buyer as provided above, any goods received by buyer are nonconforming, damaged, visibly defective or if the quantities received by buyer do not agree with the quantities indicated on the shipping documents, buyer must note that on the delivery receipt. If goods are found to be nonconforming or damaged when unpacking and if buyer intends to assert any claim against Kraft Tank on this account, buyer shall within 30 days after receipt of such goods furnish Kraft Tank detailed written information of such damage, nonconformance, defect or shortage. Buyer's failure to so inform Kraft Tank or buyer's use of the material shall be buyer's acknowledgment that Kraft Tank has satisfactorily performed. Kraft Tank will not honor any claims for damages caused by buyer's improper storage of the goods.
- 13. LIMITATION OF LIABILITY.** Buyer's exclusive remedy and Kraft Tank only liability arising out of this contract, shall be replacement or repair of the goods, or credit of the purchase price paid by buyer, whichever such remedy Kraft Tank shall select. If Kraft Tank elects to repay the purchase price, buyer must return the goods to Kraft Tank immediately. Except for nonpayment by buyer, any action arising out of this contract must be commenced within one year from the date of delivery. **In no event will Kraft Tank be liable for incidental or consequential damages.**
- 14. TOOLS, DIES AND FIXTURES.** Unless otherwise expressly provided, any tools, dies or fixtures which may be developed by Kraft Tank Corp for use in the production of the goods covered shall be owned by Kraft Tank or any producing mill, as Kraft Tank may elect, even though buyer is charged in whole or in part for the cost of such tools, dies and fixtures.
- 15. PATENT INFRINGEMENT.** If any of the goods are to be furnished to buyer's specifications, buyer agrees to indemnify Kraft Tank and its successors and assigns, against all liabilities and expenses resulting from any claim of infringement of any patent or other proprietary right in connection with the production of such goods.
- 16. GOVERNMENT CONTRACTS.** Unless otherwise expressly provided, buyer's order has not been placed under a prime contract with the United States Government or a subcontract thereunder and none of the clauses contained in the Armed Services Procurement Regulations as presently in effect, are incorporated herein.
- 17. COMPLIANCE WITH LAWS.** Kraft Tank agrees that in our sale of these goods Kraft Tank will comply with all applicable federal, state and local laws, rules and regulations.
- 18. CANCELLATION.** A contract may be canceled or modified only by written agreement between Kraft Tank and buyer. Buyer's insistence upon canceling or suspending fabrication or shipment, or buyer's failure to furnish specifications when required, may be treated by Kraft Tank's as a breach of contract by buyer, and Kraft Tank may cancel any un-shipped balance without prejudice to any other remedies Kraft Tank may have.
- 19. SET-OFF.** Buyer authorizes Kraft Tank to apply toward payment of any monies that become due to Kraft Tank hereunder any sums which may now or hereafter be owed to buyer by Kraft Tank Corp or by any subsidiary or affiliated company of either Kraft Tank or Kraft Tank Corp..
- 20. GOVERNING LAW.** This contract and all other agreements with respect to any and all sales by Kraft Tank shall be governed by Kansas law, and the state or federal courts located in Wyandotte County, Kansas shall have exclusive jurisdiction with respect to any disputes related hereto or thereto.
- 21. ENTIRE AGREEMENT.** The terms set forth herein constitute the sole terms and conditions upon which Kraft Tank offers goods for sale. No other terms, conditions, or understandings, whether oral or written shall be binding upon Kraft Tank, unless hereafter made in writing and signed by an authorized representative of Kraft Tank, hereby specifically objects to any different or additional terms that may be contained in buyer's purchase order.