



TOMLINSON INDUSTRIES
 NO-DRIP, MELCO, MODULAR, GLENRAY, HERCULES
 APPLICATION FOR NEW ACCOUNT



DATE _____ ACCOUNT No. _____

CORPORATE NAME _____

DBA OR TRADESTYLE _____

STREET ADDRESS _____

POBox _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____

TYPE OF BUSINESS _____

FEDERAL ID# OR SOC. SECURITY No. _____

ACCOUNTS PAYABLE CONTACT _____

ACCOUNTS PAYABLE TELEPHONE No. _____

TERMS AGREEMENT

THE UNDERSIGNED ("PURCHASER") AGREES THAT ALL PURCHASES MADE BY PURCHASER FROM TOMLINSON INDUSTRIES OR ANY OF ITS SUBSIDIARIES AND AFFILIATED ENTITIES ("SELLER") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1. ALL AMOUNTS DUE FOR GOODS PURCHASED FROM SELLER ARE PAYABLE TO ANY LOCATION STIPULATED ON SELLER'S INVOICE. PURCHASER ACKNOWLEDGES THAT SUCH AMOUNTS ARE PAYABLE IN ACCORDANCE WITH THE PAYMENT TERMS GRANTED BY SELLER'S CREDIT DEPARTMENT. IF ANY AMOUNT DUE SELLER IS NOT PAID IN ACCORDANCE WITH SUCH PAYMENT TERMS, A DELINQUENCY CHARGE MAY BE ADDED TO THE SUM DUE, WHICH CHARGE SHALL EQUAL THE AMOUNT OBTAINED BY MULTIPLYING THE DELINQUENT BALANCE BY THE LESSER OF (A) (1 1/2%) ONE AND ONE-HALF PERCENT PER MONTH OR (B) THE MAXIMUM LAWFUL RATE PERMITTED TO BE CHARGED UNDER THE APPLICABLE STATE'S LAW.
2. PURCHASER SHALL PAY SELLER ALL APPLICABLE CHARGES INCURRED BY SELLER FOR (A) ALL CHECKS RETURNED BY PURCHASER'S BANK (B) ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS INCURRED BY SELLER IN THE EVENT THE ACCOUNT IS TURNED OVER TO AN ATTORNEY OR OTHER AGENCY FOR COLLECTION, OR SUIT IS BROUGHT ON SAME, OR THE SAME IS COLLECTED THROUGH ANY JUDICIAL PROCEEDING WHATSOEVER.
3. PURCHASER SHALL NOTIFY SELLER BY CERTIFIED MAIL OF ANY CHANGE OF OWNERSHIP OF PURCHASER. PURCHASER WARRANTS TO SELLER THAT ALL FINANCIAL INFORMATION FURNISHED FOR THE PURPOSE OF OBTAINING CREDIT IS TRUE, CORRECT AND COMPLETE IN ALL MATERIAL RESPECTS, AND PURCHASER AUTHORIZES SELLER TO INVESTIGATE ALL REFERENCES FURNISHED TO THE CREDIT AND FINANCIAL RESPONSIBILITY OF PURCHASER.
4. THIS GUARANTY SHALL CONTINUE IN FORCE AND EFFECT UNTIL SUCH TIME AS THE UNDERSIGNED GIVES WRITTEN NOTICE OF REVOCATION BY REGISTERED MAIL. SUCH NOTICE SHALL BE INEFFECTIVE AS TO ANY EXISTING INDEBTEDNESS OR AS TO ANY TRANSACTION OR COMMITMENT PREVIOUSLY UNDERTAKEN BY YOU IN RELIANCE OF SUCH GUARANTY.

BY: X _____ DATE: _____
 CORPORATE OFFICER

PRINTED NAME & TITLE _____



BUSINESS REFERENCES

Name _____
Address _____
City _____ State _____
Zip _____ Phone No. _____
Person to Contact _____

Name _____
Address _____
City _____ State _____
Zip _____ Phone No. _____
Person to Contact _____

Name _____
Address _____
City _____ State _____
Zip _____ Phone No. _____
Person to Contact _____

Name _____
Address _____
City _____ State _____
Zip _____ Phone No. _____
Person to Contact _____

BANK

Name _____
Address _____
City _____ State _____
Zip _____ Phone No. _____
Contact _____

Signed _____ Title _____ Date _____

Please Print Name _____