



OLMSTED-KIRK

CONFIDENTIAL CREDIT APPLICATION

Date

O-K Sales Representative

For Internal Use Only • Acct. No.

PURCHASING FROM: Fine Paper Equipment & Supply | Packaging Both

Please complete and sign this credit application/purchase agreement in full to be considered for open account status. Failure to do so may affect our ability to deliver product promptly. Is a Financial Statement available? Yes No If yes, please attach a copy.

Legal Name of Company		Trade Name or DBA (if Applicable)		Phone
<input type="text"/>		<input type="text"/>		<input type="text"/>
BILLING Address (Mailing)		City, State, Zip Code		Fax
<input type="text"/>		<input type="text"/>		<input type="text"/>
DELIVERY Address (if different from BILLING Address)			City, State, Zip Code	
<input type="text"/>			<input type="text"/>	
Accounts Payable E-mail		Accounts Payable Contact Name		
<input type="text"/>		<input type="text"/>		
No. of Years in Business	Type of Business	Estimated Monthly Purchases	Are Purchase Orders Required?	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
			Are E-mail Invoices Accepted?	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	
PLEASE NOTE: O-K must charge sales tax on all purchases until we receive a properly executed form 01-339 containing the 11-digit resale number or reason of exemption.		Sales Tax Information:		Tax Resale Number
		<input type="checkbox"/> Taxable <input type="checkbox"/> Non-Taxable		<input type="text"/>
				Federal Tax ID Number
				<input type="text"/>

OWNERSHIP Is this Business a (Choose One)

Corporation Limited Liability Company Partnership Sole Proprietorship

If a Corporation Branch Div. I Subsidiary of

Name

PRINCIPAL | TITLE

Name of Principal Title Social Security Number

Address, City, State, Zip Code

Name of Principal Title Social Security Number

Address, City, State, Zip Code

BANK REFERENCE | FINANCE

Name of Bank Phone No. Type of Account(s) Checking Savings Loan

Account No. Account No.

Do You Utilize Accounts Receivable Financing? Yes No

If Yes, Name of Bank, Factor or other Financial Institution Phone No.

MAJOR TRADE REFERENCES

① Name of Supplier Account No. Phone No.

② Name of Supplier Account No. Phone No.

③ Name of Supplier Account No. Phone No.

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, and Olmsted-Kirk Company of Houston - all of which are referred to herein as "Olmsted-Kirk".
2. The undersigned Buyer hereby certifies that all the information provided 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 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 the 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. Nothing contained in this Application shall be construed as obligating either party to compel the parties to enter into any contractual relationship. Olmsted-Kirk can, at its own discretion, decide to not sell to Buyer at any time and for any reason.
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 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

Date

Signature of Owner, Partner or Authorized Agent

Print Name and 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.

Printed Name of Guarantor

Date

Printed Name of Guarantor

Date

Signature of Guarantor

Signature of Guarantor

Please complete in full and sign. You may return to us by e-mail, fax or mail. Thank you.

FAX: 214-637-7190
Attn: Credit Dept.

E-MAIL: kwatson@okpaper.com

MAIL: Olmsted-Kirk Attn: Credit Dept.
1601 Valley View Lane, Dallas, TX 75234

AUSTIN • DALLAS | FT. WORTH • HOUSTON • LONGVIEW • WACO

Plus 14 PAPER CENTER LOCATIONS