



# CALIFORNIA GLASS

A SAXCO COMPANY  
155 98TH AVENUE, OAKLAND, CA 94603-1003  
PHONE: (510) 635-7700, FAX: (510) 635-4288  
www.calglass.com

# CREDIT APPLICATION

DATE \_\_\_\_\_

SALES REP. # \_\_\_\_\_

CUSTOMER NAME \_\_\_\_\_ FEDERAL TAX I.D. # \_\_\_\_\_  
(if applicable)

MAILING ADDRESS \_\_\_\_\_

SHIPPING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_ E-MAIL \_\_\_\_\_

RESPONSIBLE EXECUTIVES WHO WE MAY CONTACT FOR:

FINANCIAL INFORMATION

ACCOUNTS PAYABLE

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

## COMPANY STRUCTURE

CORPORATION  DIVISION  SUBSIDIARY  \*PROPRIETORSHIP  \*PARTNERSHIP HOW LONG IN BUSINESS \_\_\_\_\_

\* IF PROPRIETORSHIP/PARTNERSHIP, PLEASE GIVE NAME AND SOCIAL SECURITY # OF PRINCIPAL(S):

NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_ NAME \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

PARENT OR AFFILIATE: \_\_\_\_\_

## BANK REFERENCE

BANK NAME \_\_\_\_\_ ACCOUNT # \_\_\_\_\_

ADDRESS \_\_\_\_\_ BANK OFFICER \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE ( ) \_\_\_\_\_ FAX ( ) \_\_\_\_\_

## CURRENT TRADE SUPPLIERS

NAME 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY AND STATE \_\_\_\_\_

AMOUNT OF CREDIT REQUESTED \$ \_\_\_\_\_ PER MONTH.

In order to induce California Glass, A Saxco company (hereinafter "Creditor") to approve the sale or delivery of any goods on account of sales made to the above-referenced Customer, the undersigned hereby agrees as follows: Customer warrants that the above information is true and correct, and hereby agrees to furnish and to direct any third person to furnish to Creditor any and all information which Creditor may request from time to time. Credit is at the absolute discretion of Creditor who may grant, deny, alter, modify, or terminate credit or credit terms without further notice, at any time. In the event Creditor extends credit to Customer, Customer shall pay for any and all deliveries under and pursuant to its account, whether ordered by the Customer or any person representing himself, herself, or itself to be an agent, employee, or representative of Customer. Discount for prompt payment is available to open account customers only. Customer is liable for all deliveries of goods or rendition of services at their invoice price to any address requested in Customer's name, without further inquiry to Customer, until receipt of written notice by the credit department of Creditor of any change of ownership or termination of account, identifying the account number, name of Customer, location(s), and reason for change or termination. All such notices must be received at least 30 days prior to change of ownership or account termination, and failure to furnish such notice will obligate the Customer for any subsequent account charges. Any such notice shall not terminate liability of Customer for any deliveries prior to the delivery of such notice, or 30 days thereafter. All sales, if on credit, are net 30 days from the date of invoice unless otherwise specified on the invoice itself, and all past due amounts shall accrue interest as is set forth in paragraph 11 of the Terms and Conditions. For credit card purchases, Creditor reserves the right to charge Customer the credit card transaction fee assessed by the credit card company. Customer hereby acknowledges receiving and reading a copy of the Terms and Conditions (all Terms & Conditions are as set forth on the last page). The accrual or payment of interest does not authorize the Customer to defer payment of any indebtedness beyond the credit terms as stated herein. Any action or proceedings arising in connection with any and all rights by and among Customer and Creditor, including arising from the terms and conditions of this credit agreement, or deliveries under and pursuant to Customer's account, shall be tried and litigated exclusively in Alameda County, California, and each party hereby waives any right to trial by jury in any such action, and the prevailing party in any such action shall recover from the losing party a reasonable sum for attorneys fees and costs incurred in such action and in enforcing any judgment, order, ruling, or award, granted therein.

PLEASE PRINT NAME

FULL NAME OF FIRM

BY

SIGNATURE

TITLE

The undersigned hereby unconditionally guarantee on a continuing basis any and all Indebtedness of Customer to Creditor, whether past, present, or future, incurred by the above Customer, and the undersigned as Guarantor hereby promises to pay to the order of Creditor upon demand the full amount of the Indebtedness. "Indebtedness" is used in this guarantee in its most comprehensive sense, and includes any and all advances, debts, obligations, liabilities, costs, and attorneys fees owed by Customer to Creditor.

The undersigned as Guarantor is liable for all charges arising out of the delivery of goods or rendition of services by Creditor to Customer at the invoice price, or as requested by Customer or in Customer's name, without inquiry to Customer, until such time as Guarantor delivers to Creditor written notice of a revocation of this guarantee, identifying the Customer, Customer location, Customer account number, and the reason for such revocation. Such notice will not terminate the undersigned's guarantee of any indebtedness incurred prior to the delivery of such notice, or 30 days thereafter.

The undersigned authorizes Creditor, before or after revocation, without notice or demand, and without affecting the undersigned's liability under this guarantee, from time to time to (i) create new indebtedness or to renew, extend, accelerate, compromise, or otherwise change the time for payment of the indebtedness; (ii) take and hold security for the payment of this guarantee or Customer's indebtedness, and to exchange, enforce, waive or release all or any part of the security; (iii) settle, release, compromise with or substitute one or more of the Guarantors or other obligors of the indebtedness. The undersigned as Guarantor waives any right the undersigned may have to require Creditor to (i) proceed against Customer or any other person liable on the indebtedness; (ii) proceed against or exhaust any security; (iii) have the property of Customer first apply to the discharge of the indebtedness; (iv) pursue any other remedy in Creditor's power. The undersigned waives all presentments, demands for performance, notice of non-performance, protests, notices of protest, notices of dishonor, and notices of acceptance of this guarantee and of the incurring of new or additional indebtedness or the extension or nonpayment of indebtedness. Guarantor waives any defense arising from the impairment or loss of any right of reimbursement, contribution or subrogation.

_____	_____
Guarantor Signature	Please Print Name
_____	_____
Guarantor Signature	Please Print Name
_____	_____
Guarantor Signature	Please Print Name

**BLANKET EXEMPTION CERTIFICATE REQUEST** The attached Blanket Exemption Certificate is for each state in which California Glass, A Saxco company is registered to collect taxes. It is extremely important that you complete and return this form. Should you not furnish an Exemption Certificate, it will be necessary for us to bill you for the applicable sales or use tax for the state into which we are shipping. When completing this form, please indicate the basis of your claim for exemption in the appropriate box. Your registration or license number in the state for which the Exemption Certificate will apply must be shown in the designated space. If we are shipping to a state that requires another Exemption Certificate form, please complete and return that in lieu of the attached.

### BLANKET EXEMPTION CERTIFICATE

The undersigned hereby certifies that the merchandise purchased from California Glass, A Saxco company, unless the order shall otherwise specify or until this notice is revoked in writing, is purchased for:

- Resale
- Incorporation as a component part of personal property produced for sale
- Other (specify) \_\_\_\_\_

and is exempt from the \_\_\_\_\_ sales and Use Tax. The purchaser assumes liability for payment directly to the state of any tax due if he uses or consumes the property purchased for a taxable purpose.

	Date _____
Name as Registered _____	Resale No. _____
Firm Name _____	Street & No. _____
Type of Business _____	City _____
Authorized Signature _____	Title _____
Print Name _____	



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**BANK REFERENCE AUTHORIZATION**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attn: \_\_\_\_\_

Fax #: \_\_\_\_\_

The above named firm or individual has applied for open account credit with us and has given your bank as a reference. We would appreciate the benefit of your experience.

This information will be kept confidential. We will be glad to reciprocate at any time.

**All Active Accounts including Lines of Credit and Secured Loans**

Account # \_\_\_\_\_

Account # \_\_\_\_\_

Account # \_\_\_\_\_

Account # \_\_\_\_\_

Account # \_\_\_\_\_

Date account was opened: \_\_\_\_\_

Average account balance: \_\_\_\_\_

Number of NSF charges: \_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

Please return completed form via fax to (510) 635-1461

Thank you in advance for your cooperation.

California Glass, A Saxco Company

I, \_\_\_\_\_, acting as an authorized signer or officer of \_\_\_\_\_ do hereby give authorization to release credit information for the above referenced account(s) as requested for our supplier, California Glass, A Saxco Company, in order to complete the processing of our open credit application.

Customer authorization for rating  
and release of requested information \_\_\_\_\_ Date \_\_\_\_\_



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**TRADE REFERENCE AUTHORIZATION**

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Attn: \_\_\_\_\_

Fax #: \_\_\_\_\_

The above named firm or individual has applied for open account credit with us and has given your firm as a reference. We would appreciate the benefit of your experience.

This information will be kept confidential. We will be glad to reciprocate at any time.

DATE OPENED \_\_\_\_\_ TERMS \_\_\_\_\_

CREDIT LIMIT \_\_\_\_\_ DISCOUNTS \_\_\_\_\_

RECENT HIGH \_\_\_\_\_ PROMPT \_\_\_\_\_

BALANCE DUE \_\_\_\_\_ SLOW TO \_\_\_\_\_ DAYS

MONTHLY PAYMENTS \_\_\_\_\_ PAST DUE \_\_\_\_\_

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please respond via fax to (510) 635-1461

Thank you in advance for your cooperation.

California Glass, A Saxco Company

Customer authorization for rating  
and release of requested information \_\_\_\_\_ Date \_\_\_\_\_



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## TERMS AND CONDITIONS

1. PRICE. Shipping allowances and prices are subject to change without notice.
2. DELIVERY. Unless otherwise specified on the face hereof, all deliveries are FOB point of shipment. Shipment will be made in accordance with instructions issued by Seller's traffic department. Upon delivery of goods covered hereunder to carrier, Buyer assumes risk of all loss and damage resulting from any cause whatsoever. Shipping dates are approximate and are not guaranteed. Seller reserves the right to ship and invoice for a quantity of goods which may vary from the quantity specified and Buyer agrees to accept delivery and pay for such revised quantity and consider the shipment to be complete. Any defect in quality or delays in delivery shall not affect the balance hereof. Partial deliveries shall be accepted by the Buyer and paid for at contract prices and terms. Seller (California Glass - A Saxco Co.) HEREINAFTER "SELLER" is supplying printed corrugated cases and bottles (collectively, "ware"). to Buyer. In the event any of this ware ordered by buyer is still in the factory warehouse or Vendor's warehouse after one (1) year from the required date or the manufactured date (whichever is later), Seller reserves the right, at its option to (1) charge buyer for the full sales price of the ware and remit to buyer any cullet value from destroying ware, or (2) repack the ware and charge buyer for the cost of labor and materials required to re-pack the ware and to resell the ware to another customer of Seller.
3. CASUALTY AND AVAILABILITY OF RAW MATERIALS. Seller shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to acts of God, acts of Buyer, acts of military or civil authorities, fires, strikes, flood, epidemic, war, riot, delays in transportation or car shortages, or inability to obtain necessary labor, materials, components or services through Seller's usual and regular sources at usual and regular prices. In any such event Seller may, at any time and from time to time, postpone the delivery dates under this contract or make partial delivery or cancel all or any portions of this and any other contract with Buyer without further liability to Buyer. Cancellation of any part of this order shall not affect Seller's right to payment of any product delivered hereunder.
4. **SELLER HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY OTHER WARRANTIES OF ANY TYPE OR NATURE EXCEPT AS SET FORTH BELOW.**
5. **Seller hereby agrees to assign to Buyer any and all warranties of whatever nature which Seller holds for its own benefit from any manufacturer, wholesaler or distributor, to the extent any such warranties are assignable.**
6. **Buyer hereby acknowledges that Buyer assumes all the risk that the products sold will be suitable for their intended use. Buyer further acknowledges that Buyer did not rely on any representation of the Seller in determining which product was suitable for the Buyer's use.**
7. **Buyer hereby acknowledges that Buyer did not rely on any warranties made by any agent or employee of Seller in purchasing any products or accessories thereto, except as provided in this document. Buyer expressly agrees that any representations made by Seller's agent or employee shall not be binding upon Seller without Seller's written consent to be bound thereto.**
8. For shipment FOB Oakland, CA, Seller agrees to replace the goods or rough equivalent thereof in the event of damage to such products and enclosures that were not the result of the common carrier's or Buyer's conduct, these replacement goods will be shipped freight collect.
9. These terms shall be construed under California law. Any action or proceedings arising in connection with any and all rights by and among Seller and Buyer, shall be tried and litigated exclusively in Alameda County, California, and each party hereby waives any right to trial by jury in any such action, and the prevailing party in any such action shall recover from the losing party a reasonable sum for attorneys fees and costs incurred in such action and on any appeal therefrom and in enforcing any judgment, order, ruling, or award granted therein, and in any bankruptcy proceeding.
10. Said Buyer hereby grants in favor of Seller a security interest in all of the goods so described on the face of this invoice, and Seller has all rights and remedies under Division 9 of the California Uniform Commercial Code. This agreement constitutes the security agreement.
11. **In the event that these goods, or any part of the same, are not paid on or before the above due date appearing on the face hereof, Seller shall be entitled, in addition to collection of the price of the goods set forth herein, late charges equal to one and one-half percent (1-1/2%) of the declining unpaid balance of said charges, and each of the same, and all of the same. Said charges shall accrue thirty (30) days from the due date of said invoice herein. Payment or accrual of service charges does not defer payment of any bill, extend credit terms, or extend any payment of invoice beyond its due date hereof. Discount for prompt payment is available to open account customers only.**
12. LIMITATION OF SELLER'S LIABILITY AND LIMITATION OF BUYER'S REMEDY. Seller's liability on any claim of any kind, including contract or negligence, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, or use of any goods or services covered by or furnished hereunder shall in no case exceed the lesser of the cost of repairing or replacing goods or the price of the goods or services or part thereof which gives rise to the claim. This shall be Buyer's sole and exclusive remedy. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES. Any action for breach of contract or negligence or otherwise must be initiated within one year after the accrual of Buyer's cause of action.
13. INDEMNIFICATION. Buyer agrees to defend and indemnify and hold harmless Seller of and from any and all claims or liabilities asserted against Seller in connection with the manufacture, sale, delivery, resale or repair or use of any goods covered by or furnished hereunder arising in whole or in part out of or by reason of the failure of Buyer, its agents, servants, employees or customers to follow instructions, warnings or recommendations furnished by Seller in connection with such goods by reason of the failure to Buyer, its agents, servants, employees or customers to comply with all federal, state and local laws applicable to such goods or the use thereof, including but not limited to the Occupational Safety and Health Act of 1970, as amended or by reason of the negligence of Buyer, its agents, servants, employees or customers.
14. ASSISTANCE AND ADVICE. Upon request, Seller at its discretion will furnish as an accommodation to Buyer such technical advice or assistance as is available in reference to the goods. Seller assumes no obligation or liability for the advice or assistance given or results obtained, all such advice or assistance being given and accepted at Buyer's risk.
15. TOOLS AND DRAWINGS. All materials, including but not limited to dies, gauges, molds, tools, fixtures, patterns or other items furnished by the Buyer shall be fully covered by fire and extended coverage insurance and Seller shall not be liable for damages to or loss of such materials resulting from risks covered by such insurance. Buyer on behalf of itself and its insurers hereby releases Seller from all liability in connection with any loss of or damage to such materials arising out of Seller's negligence or otherwise. All specifications, drawings, designs, data, information, ideas, methods, patterns and/or inventions made, conceived, developed or acquired by Seller, incident to procuring and/or carrying out this contract will vest in and inure to Seller's sole benefit. Buyer agrees not to disclose, give, loan, exhibit or sell to any other person any confidential manual, drawing, photograph, or specification or reproduction thereof furnished by Seller except in connection with the resale of the product covered by or furnished under this contract.
16. RETURN GOODS: Seller will not accept goods for return beyond **90 days** from the date of receipt by customer. For any return goods accepted, Seller reserves the right to charge a restocking fee of a minimum of 25% of the amount invoiced for the returned item(s). SELLER DOES NOT ACCEPT ANY UNAUTHORIZED RETURNS.
17. ENTIRE AGREEMENT. This agreement constitutes the entire contract between Buyer and Seller relating to the goods or services identified herein. No modifications hereof shall be binding upon Seller unless in writing and signed by Seller's duly authorized representative and no modification shall be effected by Seller's acknowledgement or acceptance of Buyer's purchase order forms containing different provisions. Trade usage shall neither be applicable nor relevant to this agreement, nor be used in any manner whatsoever to explain, qualify or supplement any of the provisions hereof. No waiver by either party of default shall be deemed a waiver of any subsequent default. All waivers shall be in writing to be effective. The terms set forth herein shall apply to all purchases by Buyer, and any terms set forth in Buyer's Purchase Order that are in addition to or not identical to the terms set forth herein will not become part of this agreement.
18. SEVERABILITY. If any term or provision of this agreement shall to any extent be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term or provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
19. ALTERED GLASS CONTAINERS: In addition to the other exclusions of express and implied warranties herein, Seller makes no representation or warranty with respect to the performance or failure of glass containers that have been modified, altered, or decorated in any way by etching, sandblasting, or any other type of decorating wherein the original surface of the glass is changed or glass is removed from the container in any way at all. Accordingly, Seller gives no representation or warranty with respect to the condition, performance, or suitability for contents packaged in any such modified, altered, or decorated glass container, and any such representation or warranty is hereby expressly disclaimed.
20. OVERAGE/UNDERAGE: There is a 10% allowable overage/underage rounded to the nearest full pallet quantity on all imported commodities, except for orders to manufacture on SAVER glass, where the allowable overage/underage rounded to the nearest full pallet quantity shall be as follows:
  - Less than 50,000 each - 30%
  - 50,001 - 100,000 each - 20%
  - 100,001 - 250,000 each - 15%
  - More than 250,000 each - 10%Buyer is responsible to purchase allowable overage.
21. NOTE: IT IS THE CUSTOMER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF GLASS CLOSURES AND CLOSURE LINER MATERIALS FOR THE CUSTOMER'S PRODUCT. SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER ASSUMES ALL RISK THAT PRODUCTS PURCHASED WILL BE SUITABLE FOR THEIR INTENDED USE.