



Your one stop source for printing and promotional packaging

Call Us 800.482.7225
Fax Us 513.777.3283

TEMPAC, LLC.
CREDIT AGREEMENT AND GUARANTEE

Business Entity Information

Business Name: _____
Mailing Address: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Website: _____
Corporation Partnership Proprietorship Other: _____
Tax I.D. No: _____ Dunn and Bradstreet (DnB) No: _____
Year Business Founded: _____

Names of Principle Officers, Partners, or Owners

Name: _____ Title: _____
Name: _____ Title: _____
Accounting Payables Contact: _____ Telephone: _____

Bank References

Bank Name: _____ Contact Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ Fax: _____ Account No: _____

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Trade References

Supplier Name:
Street Address:
City: State: Zip:
Telephone: Fax: Contact:

Supplier Name:
Street Address:
City: State: Zip:
Telephone: Fax: Contact:

Supplier Name:
Street Address:
City: State: Zip:
Telephone: Fax: Contact:

Sales Tax Exemption Form

We are required by law to charge Sales Tax, unless we receive a valid and current exemption certificate each year that we are doing business together. Please email you certificate to heidi@tempac.net or fax to us at (513) 777-3283.

All confidential credit and business information provided to TemPac, LLC will remain as such, for the exclusive use by our Credit Department.

THIS CREDIT AGREEMENT ("Agreement") is made as of, by and between TemPac, LLC., with its principal offices located at 7370 Avenel Court, West Chester, OH 45069 ("TemPac"), and, with its principal office located at the following address ("Customer").

NOW, THEREFORE, in consideration of the representations and agreements set forth in this Agreement and the attached Credit Application, and other good and valuable consideration, the receipt of which is acknowledged, the Customer hereby acknowledges and agrees that all purchases subsequently made from TemPac, LLC will be subject to the following terms and conditions:

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- 1. Credit Limit:** Customer requests a credit limit in the amount of \$ _____.
- 2. Credit Agreement Terms:** The Customer agrees that all amounts due to TemPac are payable in full, without offset, thirty (30) days from date of purchase. If any amount due TemPac is not paid within the said period, a delinquency charge of one and one-half percent (1.5%) per month of the unpaid balance may be added to the amount due.
- 3. Term and Termination.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other of its desire to terminate this Agreement. Termination shall not affect the Customer's obligations for purchases made prior to the effective Termination date.
- 4. Default/Collection.** Customer shall pay to TemPac all costs of collection, including attorneys' fees assessed at the rate of thirty-three and one-third percent (33 1/3 %) of the outstanding balance, which the Customer acknowledges to be reasonable, incurred by TemPac. in enforcing its rights under this Agreement. Further, upon Customer's default, TemPac may suspend further credit to the Customer and may, at TemPac's sole option, require customer to submit its most recent year's balance sheet and profit and loss statement to TemPac.
- 5. Joint and Several Liabilities.** In the event that this Agreement and/or Guarantee are signed by more than one person, the liabilities and obligations of the Customer and/or the Guarantor shall be joint and several, and the relative words herein shall be read as if written in the plural.
- 6. Waiver of Trial by Jury.** CUSTOMER HEREBY WAIVES A TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED TO ANY BUSINESS DEALINGS BETWEEN THE PARTIES. CUSTOMER HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OHIO FOR ALL ACTIONS RELATED TO OR ARISING OUT OF THE RELATIONSHIP OF THE PARTIES. ALL ACTIONS RELATED TO OR ARISING OUT OF THE RELATIONSHIP OF THE PARTIES SHALL, AT THE SOLE SELECTION OF TEMPAC, BE VENUED IN AN OHIO COURT LOCATED IN BUTLER COUNTY, OHIO. THE CUSTOMER WAIVES DEFENSES OF LACK OF JURISDICTION, IMPROPER VENUE AND INCONVENIENT FORUM.
- 7. Assignment.** Customer agrees that this Agreement and Customer's duties and obligations hereunder may not be assigned, delegated, subcontracted, or transferred without the prior written consent of TemPac, and any such contrary assignment, delegation, subcontract or transfer is void.
- 8. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida in accordance with selection to be made solely by TemPac, without regard to its conflict of laws rules.
- 9. Severability.** Should any provision of this Agreement be finally determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement, in which case the Agreement shall be terminated.

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10. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the parties regarding its subject matter, and supersedes all prior understandings, representations, and agreements, whether oral or written, by either party. This Agreement may not be amended except in writing and signed by all parties.

11. Credit Application. Customer certifies and acknowledges that the information contained in this Agreement and the Credit Application is true and correct as of the date given above.

12. Credit Investigation. The undersigned authorizes inquiry as to credit information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first set forth above.

CUSTOMER:
Signature:
Print Name:
Title:
Date:

TEMPAC,LLC.
Signature:
Print Name:
Title:
Date:

INTERNAL OFFICE USE ONLY

Application Rec'd:
Tax Exempt Cert Rec'd:
DnB Report:
Terms Granted:
Credit Limit:

Notes: