



Saxco International, LLC
 1855 Gateway Boulevard, Suite 400
 Concord, CA 94520 USA
 925.391.3200
 925.689.2270 fax
 www.saxco.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
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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 #
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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 _____

EMAIL ADDRESS _____

ADDRESS _____

CITY AND STATE _____

AMOUNT OF CREDIT REQUESTED \$ _____ PER MONTH.

In order to induce Saxco International, LLC (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. Customer authorizes all corporations, companies, credit bureaus, city, state and federal courts and persons to release information that they have to the Creditor with which this form is filed. 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 Montgomery County, Pennsylvania, 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 Saxco International, LLC 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 Saxco International, LLC, 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 _____	



Saxco International, LLC
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BANK REFERENCE FORM

Bank Name: _____

Company Name: _____

Date: _____

Fax #: _____

The above named firm has applied for open account credit with us and has given your bank as a reference. We would appreciate the benefit of your experience. The information will be kept confidential. We will be glad to reciprocate at any time.

All Active Accounts including Lines of Credit and Secured Loans

Deposit A/C:

Date A/c Opened: _____

Avg. A/c Balance: _____

Any NSF's: _____

Comments: _____

Secured and Un-Secured Loans and Lines:

Line of Credit: Yes No

Amount of Line of Credit: _____

% Utilized: _____

Current Up-to-Date: Yes No

Term Loans: Yes No

Aggregate amount: _____

Reducing as Agreed: Yes No

Current Up-to-Date: Yes No

Secured Loan: Yes No

Secured By PG: Yes No

Remarks: _____

Completed By: _____
Signature Date

Name

Please return the completed form via fax to **925.689.2270**. Thank You in advance for your co-operation.

Saxco International LLC, Credit Dept., 1855 Gateway Boulevard, Suite 400, Concord, CA 94520
Phone: 925.391.3200, Fax: 925.689.2270



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TRADE REFERENCE FORM

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.

YEARS SOLD _____ TERMS _____

CREDIT LIMIT _____ RECENT HIGH _____

PROMPT _____ AVERAGE DAYS TO PAY _____

BALANCE DUE _____ SLOW TO _____ DAYS

ANY NSF CHEQUES _____ PAST DUE _____

REMARKS: _____

Please respond via fax to 925.689.2270.

Thank you in advance for your cooperation.

Saxco International, LLC
Attn: Credit Dept.
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Concord, CA 94520
Phone: 925.391.3200
Fax: 925.689.2270



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TERMS AND CONDITIONS

1. **Quotations.** All quotations for the goods (the "Goods") set forth on this Quotation or Order Acknowledgement Form are subject to confirmation prior to acceptance by Seller of any order made in response hereto. The quotations set forth herein automatically expire thirty (30) days from the date of this Quotation or Order Acknowledgement Form and are subject to termination by notice within that period.
2. **Payment Terms.** The amount of any invoice issued in connection with any purchase of Goods resulting from this Quotation or Order Acknowledgement Form is payable in full within (30) days of the date of such invoice. If in Seller's opinion the financial condition of the Buyer at any time does not justify continuance of production or shipment on the foregoing terms of payment, Seller may require full or partial payment in advance.
3. **Delivery.** Unless otherwise specified on the front of this Quotation or Order Acknowledgement Form, all costs of delivery shall be charged separately to the Buyer and will be F.O.B. the plant of the manufacturer producing the Goods described on this Quotation or Order Acknowledgement Form. Method and route of shipment are at Seller's discretion, unless the Buyer supplies explicit instructions which are acceptable to Seller. All shipments are insured at the Buyer's expense and made at the Buyer's risk. In the event any of the Goods ordered by Buyer is still in the factory warehouse or Seller'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 Goods and remit to Buyer any cullet value from destroying Goods, or (2) repack the Goods and charge Buyer for the cost of labor and materials required to re-pack the Goods and to resell the Goods to another customer of Seller.
4. **Other Exclusions From Price.** Unless otherwise specified on the front of this Quotation or Order Acknowledgement Form, and if the Goods are manufactured outside of the United States, all duties, import fees, customs charges and related expenses of importing the Goods shall be charged separately to, and shall be for the account of, the Buyer.
5. **Taxes.** The amount of all present and future sales, revenue, excise, and other taxes applicable to the Goods listed hereon shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof the Buyer shall provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.
6. **Quantity Variations.** Any shortage or surplus, charged pro rata, in the Goods covered by Buyer's purchase order in response to this Quotation or Order Acknowledgement Form, which does not exceed ten percent (10%) (rounded to the nearest full pallet quantity) of the quantity covered by such purchase order, will be considered compliance in full with the terms of such purchase order.
7. **Cancellation.** An order by Buyer in response to the Quotation or Order Acknowledgement Form once placed with and accepted by Seller cannot be cancelled without Seller's consent (which may be withheld in Seller's sole discretion) and then only upon terms that will indemnify Seller against loss.
8. **Liability.** Seller shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of causes beyond its 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.
9. **Replacement of Defective Goods.** Seller will replace or, at its option, repair any Goods purchased by Buyer from Seller which are found defective in material or workmanship and for which Seller receives notice within thirty (30) days from date of shipment to Buyer. Seller's obligation to Buyer with respect to Goods shall be limited to replacement or repair, as specified above, and in no event shall Seller be liable for consequential or special damages, or for transportation, installation, adjustment, or other expenses which may arise in connection with such Goods. **THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS.**
10. **No Warranties; Responsibility of Buyer.** NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO ANY PRODUCTS SOLD BY SELLER AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN EXECUTIVE OFFICER OF SELLER.
NOTE: IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE THE SUITABILITY OF THE GOODS FOR THE BUYER'S PRODUCT. BUYER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BUYER ASSUMES ALL RISK THAT THE GOODS PRODUCTS PURCHASED WILL BE SUITABLE FOR THEIR INTENDED USE.
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.
12. **Altered Glass Containers: Use of Glass Containers:**
 - (a) In addition to the other exclusions of express and implied warranties herein, and except for decorations done by or at the direction of the Seller and specifically described on the Quotation or Order Acknowledgement (the "Seller's Decorations"), the 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, and except for Seller's Decorations, 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.
 - (b) The Buyer acknowledges and agrees that, unless expressly set forth in writing on the Quotation or Order Acknowledgement Form, the Buyer will not use the glass containers for anything other than the purpose for which the glass container is expressly intended by the manufacturer thereof. Without limiting the generality of the foregoing, the Buyer agrees not to use any glass container for carbonated beverages or sparkling wines unless specifically permitted by the Quotation or Order Acknowledgement Form. In addition, the Buyer acknowledges and agrees that it will not alter or modify the glass container in connection with its use by the Buyer.

TERMS AND CONDITIONS (Continued)

13. **Indemnification by Buyer.** Buyer shall indemnify, defend and save harmless Seller from and against any claims, loss, damages, liability, costs or expenses (including reasonable attorneys' fees) that arise from either (a) the modification, alteration or decoration in any way of any Goods purchased as a result of this Quotation or Order Acknowledgement Form, (b) from the improper handling or storage of the Goods by the Buyer, or (c) the use of the glass containers for anything other than as expressly set forth in writing on the Quotation or Order Acknowledgement Form or, if there is nothing set forth on the Quotation or Order Acknowledgement Form, for anything other than still wine if the Goods involve wine bottles and distilled liquor if the Goods involve liquor bottles.
14. **Acceptance.** Acceptance of the offer reflected on this Quotation or Order Acknowledgement Form by Buyer is expressly limited to the exact terms contained herein and any attempt by Buyer to alter or omit any of such terms shall be deemed a rejection and a counteroffer. If this Quotation or Order Acknowledgement Form is accepted and the Buyer's order form is used for the purpose, it is expressly understood and agreed that the terms and conditions herein set forth shall prevail insofar as the same may in any way conflict with the terms and conditions set forth in such purchase order form of Buyer, and the issuance of such purchase order by the Buyer shall be deemed to evidence the consent of the Buyer to the foregoing.
15. **Sketches, Plates and Engravings.**
 - (a) All designs, sketches and original work not provided by the Buyer will remain the property of the Seller or the manufacturer of the Goods reflected herein.
 - (b) Unless written arrangements are made to the contrary, all type may be distributed and lithographic, photogravure or other work effaced immediately after an order is executed. If arrangements are made to the contrary, they shall include rental payments unless another specific arrangement has been made.
16. **Dies and Molds.** Dies, molds, tools, printing plates, negatives, blocks and engravings provided by the Seller or the manufacturer of the Goods covered by this Quotation or Order Acknowledgement Form shall remain the property of the Seller, whether or not a charge is imposed on the Buyer in respect of them. The Seller shall advise the Buyer of when normal wear and tear has made major maintenance or tool replacement necessary for continued satisfactory production. A charge may be made in connection with the cost of such maintenance or replacement and the tools concerned will remain the property of the Seller.
17. **Buyer's Requirements, Printing and Construction.** Alterations from original copy on and after first proof, including alterations in style or construction will be charged extra. Proofs of all work may be submitted for Buyer's approval and no responsibility will be accepted for any errors in proofs which may be approved by the Buyer. The Buyer shall be wholly responsible (in respect of copyright, trademark, design, all common law and statutory right and otherwise whatsoever) for any matter of work which Buyer instructs the Seller to print or perform and for any design, sketch, drawing, painting, construction work or other thing which he supplies and or instructs the Seller to supply or execute and for all claims by third parties arising therefrom and the Buyer shall keep the Seller and the manufacturer of Goods covered by this Quotation or Order Acknowledgement Form indemnified against all proceedings, claims, costs, expenses and liability whatsoever in respect thereof.
18. **Status of Pallets.** Pallets supplied will be billed to Buyer. Pallets are non-returnable unless the Quotation or Order Acknowledgement specifies that the pallets are returnable, in which case pallets are returnable at the Buyer's expense. If returnable pallets that are memo billed are not returned within 60 days, Purchaser will be billed for the cost of the pallet. Pallet costs are subject to adjustment on 30 days notice.
19. **Materials.**
 - (a) While Seller and the manufacturer of Goods covered by this Quotation or Order Acknowledgement Form will make every endeavor to supply material in accordance with the samples submitted or quoted for, there is no guaranty that the materials will be identical.
 - (b) If sample containers are submitted by the Seller to the Buyer for approval, the Buyer should confirm dimensions by the actual packing thereof prior to the approval by the Buyer.
20. **Buyer's Property.** Buyer's property when supplied to Seller or the manufacturer of Goods covered by the Quotation or Order Acknowledgement Form will be held or worked on at Buyer's risk. While every care will be taken to secure the best results where materials are supplied by Buyer, the Seller assumes no responsibility for imperfect work caused by defects in or unsuitability of materials so supplied by Buyer.
21. **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.
22. **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.
23. **Governing Law / Waiver of Jury Trial.** These terms shall be construed under Pennsylvania law without regard to conflicts of law principles. Each of Seller and Buyer hereby waives any right to trial by jury in any action brought to enforce the rights and obligations of the parties under this Agreement, 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.
24. **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.