

TARQUIN POLYMERS & COLORS, INC.

13313 Southwest Freeway, Suite 194
Sugar Land, TX 77478
Phone: 281.240.0202; Fax: 281.240.0208

**APPLICATION FOR CREDIT AND SALES TAX EXEMPTION
BLANKET SALES AGREEMENT**

Name Of Firm	Phone Number
Street Address	Fax
City, State, Zip Code	E-Mail
Federal ID Number	Ownership (Corporation, Partnership, Individual)

Names Of Principal(s) or Primary Contact

FINANCE :

Bank	
Bank Account Executive	Phone or Fax Number

REFERNCES: YOU MAY ATTACH YOUR STANDARD CREDIT APPLICATION FOR CREDIT REFERENCES

Business Name	Address	Phone Or Fax No.

CERTIFICATE OF SALES TAX EXEMPTION: This certifies that all materials, goods, merchandise and services purchased by the undersigned from Tarquin Polymers & Colors, Inc. are to be used for resale or further processing and are, therefore, exempt from the provisions for the Texas Limited Sales, Excise and Use Tax Law. The undersigned purchaser further agrees that should the sale to him be later held subject to the tax, he assumes full liability.

Resale Certificate Permit Number:

TARQUIN POLYMERS & COLORS, INC.

Credit Application and Sale Agreement

CONDITIONS OF SALES AGREEMENT

All orders for goods placed by Purchaser with Tarquin Polymers & Colors, Inc. (TPC), whether written or verbal and whether made simultaneously with the submission of this application or any time thereafter, shall be subject to the terms and conditions set forth below. These terms and conditions shall take precedence over any differing terms in any other documentation of Purchaser including, but not limited to, any other clauses or terms which appear on any correspondence, purchase orders slips of Purchaser.

Rejection of nonconforming goods and materials received by Purchaser shall be made by sending written notification of such rejection to TPC within ten (10) days of Purchaser's receipt of goods. Such notification shall state the basis of the nonconformity of the goods and a detailed description of that portion of the shipment being rejected. Purchaser's failure to give notice in writing to TPC within ten (10) days of Purchaser's receipt of goods shall constitute an absolute and unconditional acceptance of such materials and waiver by Purchaser of all claims with respect thereto.

Upon receipt of notification of rejection, TPC shall have a reasonable period of time under the circumstances to personally inspect any rejected goods at the point of delivery.

Goods determined to be nonconforming by TPC will be replaced or credit or credit will be issued to Purchaser, at TPC's option. AT no time will TPC liability exceed the amount invoiced on the subject purchase order for the nonconforming goods. No credit for incidental or consequential damages will be issued by TPC.

TPC shall not be liable delay in performance or nonperformance caused by circumstances beyond its control, including, but not limited to acts of God, fire, explosion, flood natural catastrophe, war, civil disturbance, governmental regulation, direction or request, accident, strike, labor trouble, shortage of or inability to obtain material, equipment or transportation.

Purchaser agrees to indemnify and hold harmless TPC against any and all claims and liability arising out of any use of the material or of products made from the material purchased from TPC.

DISCLAIMER OF WARRANTIES. PURCHASER AND TPC AGREE THAT TPC DOES NOT MAKE OR INTEND AND TPC DOES NOT AUTHORIZE ANY AGENT OR REPRESENTATIVE TO MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT THAT PURPOSE IS KNOWN TO TPC), OR OTHERWISE WITH RESPECT TO ITS PRODUCTS. ANY SUGGESTIONS BY TPC CONCERNING USES OR APPLICATIONS OF ITS PRODUCTS REFLECT TPC'S OPINION ONLY AND TPC MAKES NO WARRANTY OF RESULTS TO BE OBTAINED. TPC SHALL NOT BE LIABLE FOR, AND PURCHASER ASSUMES RESPONSIBILITY FOR, ALL PERSONAL AND BODILY INJURY AND PROPERTY DAMAGES RESULTING FROM THE HANDLING, POSSESSION, USE OR RESALE OF TPC'S PRODUCTS. TPC SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR LOSS OF PROFITS. IN ANY EVENT, TPC'S LIABILITY SHALL NOT EXCEED THE VALUE OF THE ORDER AT ISSUE.

This agreement shall be governed, construed and enforced in accordance with the substantive laws of the States of Texas, without regard to principles of conflict of laws.

The invalidity of any one or more of the causes or words contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement, all of which are inserted conditionally on being valid in law, and in the event any part or portions of this Agreement shall be determined to be invalid or illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be effected thereby.

The waiver by any party of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereof.

The terms of this Conditions of Sales Agreement, combined with any invoice or other similar document issued by TPC with respect to orders for goods placed by Purchaser, are intended by the parties as the complete expression of their agreement, with respect to each order for goods placed by Purchaser with TPC. Any and all changes, amendments or modifications of this Agreement shall not be effective unless made in writing and signed by the parties hereto.

The undersigned Purchaser agrees to the terms and conditions of this Sales Agreement.

DATE	SIGNED
	<hr/>
	PRINTED NAME
	<hr/>
	TITLE