



### CONFIDENTIAL CREDIT APPLICATION AND ACKNOWLEDGEMENT OF TERMS

The following information, which the undersigned warrants to be true and correct, is submitted as a basis for considering this Application. As a subsidiary of Gould Paper Corporation d/b/a OVOL USA (hereinafter "OVOL USA"), Western-BRW Paper Co. Inc. and its divisions are authorized to investigate relationships with trade suppliers and financial institutions for the purpose of establishing credit.

Firm's Legal Name: \_\_\_\_\_ In Business Since: \_\_\_\_\_

d/b/a: \_\_\_\_\_ Federal Tax Number: \_\_\_\_\_

Firm's Billing Address: \_\_\_\_\_  
Street City State Zip

Firm's Ship to Address: \_\_\_\_\_

(Please attach additional ship to addresses and/or special instructions) Street City State Zip

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Website: \_\_\_\_\_

Doing business as a:  C Corporation  S Corporation  Partnership  Sole Proprietor  LLC  \_\_\_\_\_  
Other

Type of current business: \_\_\_\_\_ State of incorp. or registration of partnership: \_\_\_\_\_  
Business Segment / Industry

Name / contact info for corporate officers, partners, or proprietor - (\*give social security number **only** if a Partnership or Sole Proprietorship):

Name / Title	Address	email	SS#
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Authorized buyer(s): \_\_\_\_\_ Purchase orders required (Y/N) \_\_\_\_\_

Accounts payable contact/phone/email: \_\_\_\_\_  
Name Phone email

If preference is for invoices and statements to be emailed rather than US Mail, please indicate email address: \_\_\_\_\_

Name and Address of affiliate businesses for which the applicant firm is associated (i.e. same ownership, parent, etc.):

(1) Name	Complete Address	Account Preference:	COD	Credit Card	Open Account
_____	_____	_____	_____	_____	_____
(2) Name	Complete Address	Account Preference:	COD	Credit Card	Open Account
_____	_____	_____	_____	_____	_____

Major Trade References (3 required):

(1) Name	Phone / Fax	email
_____	_____	_____
(2) Name	Phone / Fax	email
_____	_____	_____
(3) Name	Phone / Fax	email
_____	_____	_____

Bank Name: \_\_\_\_\_  
Address Phone / email

Checking Account Number: \_\_\_\_\_ Contact: \_\_\_\_\_

Estimated Average Monthly Purchases: \_\_\_\_\_ Purchases Taxable?  Yes  No  
Credit Limit Requested

**IF PURCHASES ARE TO BE INTENDED AS TAX EXEMPT, A VALID SALES TAX EXEMPTION CERTIFICATE OR RESALE CERTIFICATE IS REQUIRED WITH THIS APPLICATION (Sales tax will be charged without a valid certificate).**

Note: If you provide a standard credit and/or reference sheet, an authorized signature is still required on this application.  
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**Please consider attaching Current Financial Statements to include a Balance Sheet and Income Statement with your application. This will help to speed the processing of your application for open credit terms.**

**Orders may be provided on a C.I.A or C.O.D. basis until credit is approved.** The undersigned acknowledges that OVOL USA's extension and maintenance of credit to the undersigned is at OVOL USA's sole discretion.

The undersigned and OVOL USA agree that any changes to this Credit Application and Acknowledgement of Terms must be in writing and signed to by both parties.

The undersigned acknowledges OVOL USA payment terms to be: All accounts are due and payable according to the terms stated on the invoice; and agrees to remit payment in accordance therewith.

Management may, at their discretion, assess a finance charge on invoices that are past due. Interest will never be charged above the legal rate and adjustments will be made to avoid payment of interest above such legal limits.

Management may, at their discretion, establish a fee for any customer checks which are returned for non-sufficient funds or are dishonored for any reason.

Management may, at their discretion, establish a fee or charge for inventory returned by the undersigned. No returns will be accepted without prior approval.

The undersigned agrees to notify OVOL USA of changes in name, address, ownership or legal entity as soon as it is aware that these changes may occur, but in no event on any date after the change occurs. In the event that the undersigned fails to notify OVOL USA of any name, address, or ownership change, the undersigned agrees to be responsible for payment of all goods ordered and delivered until notice to OVOL USA occurs.

The undersigned agrees that it will not attempt to transfer, hypothecate, sell, convey, or otherwise dispose of any interest in both the goods and the proceeds thereof to any third-party without the prior written consent of OVOL USA unless OVOL USA is paid the full balance stated on the invoice provided with the delivery of the goods. The undersigned also agrees that OVOL USA maintains a lien on the goods or the proceeds thereof, and reserves its right to file any required lien documents or financing statements in compliance with the Texas Property Code, Texas Business and Commerce Code, or any other applicable law in order to protect, perfect and preserve Seller's interest and title in the goods and/or the proceeds thereof until OVOL USA is paid the full balance stated on the invoice provided with the delivery of the goods. OVOL USA agrees that, upon full payment of the balance stated on the invoice provided with the delivery of the goods, OVOL USA will release all liens and/or financing statements filed by it, if any, and that all interest and title in the goods or their proceeds shall pass to the undersigned or its designee.

The undersigned agrees that in order to induce OVOL USA to extend credit, the proper venue and situs for any suit to collect unpaid amounts shall be the same jurisdiction in which the OVOL USA branch issued the original invoice.

If the undersigned has previously filed for or been the subject of a bankruptcy as a company or as an individual, indicate the type of bankruptcy and date filed.  
Type: \_\_\_\_\_ Date filed: \_\_\_\_\_

Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. This Credit Application and Acknowledgement of Terms shall not be construed so as to confer any right or benefit on any party not a party hereto, other than their respective successors, assigns, heirs, executors and administrators.

In the event that any provision of this Credit Application and Acknowledgement of Terms becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Credit Application and Acknowledgement of Terms shall continue in full force and effect without such provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Credit Application and Acknowledgement of Terms to any party.

**ACKNOWLEDGEMENT OF RESPONSIBILITY:** IN ORDER TO INDUCE OVOL USA TO PROVIDE CREDIT TO THE APPLICANT FIRM, AND IN CONSIDERATION OF SUCH CREDIT BEING EXTENDED, THE APPLICANT FIRM AGREES THAT IN THE EVENT CREDIT ISSUED PURSUANT TO THIS APPLICATION IS NOT RE-PAID IN ACCORDANCE WITH THE ABOVE-REFERENCED PAYMENT TERMS, THE APPLICANT FIRM AGREES TO REIMBURSE OVOL USA FOR ALL COSTS, EXPENSES, CHARGES, AND FEES EXPENDED BY OVOL USA IN EFFECTING COLLECTION, INCLUDING BY WAY OF ILLUSTRATION, COLLECTION AGENT'S FEES, ATTORNEYS' FEES, FILING FEES, ETC., TOGETHER WITH INTEREST THEREON AND ON THE AMOUNT DUE AT 18% PER ANNUM COMPOUNDED MONTHLY OR AT THE HIGHEST RATE OF INTEREST PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS.

Print or Type Name of Applicant Firm: \_\_\_\_\_

Signature of CEO, President, V.P., Owner, Partner, CFO, Controller, or other Authorized Officer and Title:

\_\_\_\_\_  
Signature Title Date

Please indicate your Sales Associates Name: \_\_\_\_\_

OVOL USA Use Only:

D-U-N-S #	Risk Rating	Paydex	Credit Insurance	Action / Comments	Cust #	Rep #

Please email the completed credit application and acknowledgement of terms to [csloan@ovol.us](mailto:csloan@ovol.us) or fax it to 713-939-8083.