

WESTLAKE COMPOUNDS LLC

Credit Application and Agreement

1. Legal Name of Buyer Requesting Credit:
Trade Style or name (If different from above):
Type of Business:
Address:
City: State/Province/Territory:
Postal Code: Years in Business:
Telephone: Fax:
Who approves invoices for payment?
From what address are invoices paid?
Contact Name: Title: Phone:
Email:
2. Company is (please check one)
Corporation Partnership Limited Liability Company
Sole Proprietorship Individual Government Other
3. If the Company is a partnership, please list the names and addresses of all general and/or limited partners. (if more space is needed, please attach a separate piece of paper)
 - a. Name:
Address:
City: State/Province/Territory:
Postal Code: Social Security Number:
 - b. Name:
Address:
City: State/Province/Territory:
Postal Code: Social Security Number:
4. If the Company is a corporation, please complete the following section:
 - a. Is the company: Private: Public:
 - b. State of Incorporation: Date of Incorporation:
5. If the Company is a corporation, please list the parent company:
Name:
Address:
City: State/Province/Territory:
Postal Code:
6. Tax ID Number and State/Province/Territory:
7. Does your company require purchase orders? Yes No
Does your company require a job name? Yes No

8. Bank References: Primary Bank Reference

Name:

Address:

City: State/Province/Territory:

Postal Code: Years in Business:

Contact Name: Title:

Email: Phone/Fax:

Account Number (s):

Checking: Line of Credit: Loan:

9. Bank References: Secondary Bank Reference

Name:

Address:

City: State/Province/Territory:

Postal Code: Years in Business:

Contact Name: Title:

Email: Phone/Fax:

Account Number (s):

Checking: Line of Credit: Loan:

10. Trade References: (other than first suppliers or companies related by a common ownership or financial interest)

a. Name:

Address:

City: State/Province/Territory:

Postal Code: Years in Business:

Contact Name: Title:

Email: Phone/Fax:

b. Name:

Address:

City: State/Province/Territory:

Postal Code: Years in Business:

Contact Name: Title:

Email: Phone/Fax:

c. Name:

Address:

City: State/Province/Territory:

Postal Code: Years in Business:

Contact Name: Title:

Email: Phone/Fax:

11. Financial Information Concerning Buyer

Please provide a copy of your latest annual audited (or reviewed) financial statements, including a balance sheet, income statement and cash flow statement, with auditor's or accountant's notes. If not audited, please provide a compilation report prepared by an independent accounting firm. If the report is not audited, and a compilation report is not available, the financial report should be signed by an officer partner or proprietor and such should be notarized. Future financial statements are to be furnished upon request, and no less than annually.

12. Payment

Buyer shall make payment for the full amount of Seller's invoice(s) in U.S. Dollars, or other currencies, as mutually agreed, without discount or setoff, so that such payment is received into Seller's account within the agreed upon net payment days, which shall be agreed by Seller in writing. Payments which fall due on a non-banking day (weekend or holiday) must be received by the preceding banking day. All sums owed by Buyer to Seller are payable at Seller's location as specified in writing by Seller, and payments are deemed received when actually received at the location. Buyer shall pay interest on all past due sums at the lower of (a) 1.5% per month (18% per annum) or (b) the maximum non-usurious rate of interest permitted by applicable law.

13. Security Interest

Buyer hereby grants Seller a purchase money security interest (or where applicable, a non-U.S. equivalent, such as a personal property security interest) (hereinafter a "PMSI") in the product sold to Buyer by Seller, wherever held and whenever acquired, and all proceeds thereof, as collateral for Buyer's debt to Seller, until Buyer has paid Seller for such product in full. In addition, Buyer authorizes Seller to file a UCC financing statement (or where applicable, non-U.S. equivalents) perfecting Seller's security interest in the above collateral, which may be identified generically (e.g., "inventory") or with specificity.

14. Financial Responsibility, Setoff and Remedies

If at any time, in the sole opinion of Seller, the financial strength of Buyer is impaired or unsatisfactory, the Buyer misrepresents its financial status, or if Buyer fails to comply with any of the payment terms of any agreement, Seller may, without limitation: (i) immediately terminate any agreements between Buyer and Seller; (ii) suspend or restrict delivery at any time prior to Buyer's actual physical receipt of a subject shipment of Product until all payments are made in full; (iii) reclaim delivered Product; (iv) place Buyer on a cash-in-advance basis; (v) exercise rights of recoupment or setoff with respect to any sums due by Seller or its affiliates to Buyer or its affiliates; (vi) initiate legal action to recover sums due and owing; and/or (vii) enforce its security interests. Nothing herein shall be construed as limiting Seller's contractual rights, rights under a PMSI, or rights under applicable law, including the UCC. Termination of this or any other agreement, for any reason whatsoever, will not relieve Buyer of its obligation to pay any unpaid amounts due Seller, but shall relieve Seller of any obligation to make additional deliveries.

15. Governing Law, Venue, and Attorneys' Fees

Except as and to the extent expressly provided otherwise in a sales contract with Buyer signed by the parties, this Agreement is to be construed in accordance with the laws of the state of Texas, without giving effect to the principles of conflicts of laws. The parties agree to the exclusive jurisdiction of the applicable federal or state court of Harris County, Texas. The parties waive any argument that such venue is inconvenient or otherwise unfair.

Buyer affirms that each of the answers given and supporting financial statements are true and correct to the best of Buyer's knowledge and belief and are for the purpose of obtaining credit, and Seller is entitled to rely on the information provided by Buyer, whether or not Seller obtains further information. Buyer agrees to notify Seller of any material change in the facts stated in these answers and supporting financial statements, whether obtained herein or later, including change of address, change of Buyer's name, place of organization, merger or dissolution and to furnish additional information as requested. Buyer further acknowledges that Seller is under no obligation to furnish credit to Buyer; and that compliance with this agreement conveys to Buyer no right to credit, which is solely at Seller's discretion and may be revoked at any time; however, in the event that Seller chooses to extend credit to Buyer, then all of the above terms shall be binding upon the parties.

The person signing below certifies that he/she is authorized to sign this application on behalf of the Buyer entity, whether it is a corporation, partnership, proprietorship, or limited liability company, and binds the Buyer entity to all of the terms of this Credit Application and Agreement. Any different or additional provisions contained in any documents submitted by Buyer to Seller are expressly rejected and shall not become part of any agreement unless Seller agrees in writing.

Signed: _____

Date:

Printed Name:

Title:

Full Legal Name of Buyer: