



ESSENTIAL CHEMISTRY. INNOVATIVE SOLUTIONS.

4320 Greenway Drive
Knoxville, TN 37918

865.524.4239 Phone • 865.524.3375 Fax
accounting@corecheminc.com

Application for Open Account

CORECHEM Salesperson: _____

Business Contact Information

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Company Phone: _____ Company Fax: _____ Company Website: _____

If Division/Subsidiary, Name of Parent Company: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

A/P Contact: _____ A/P Contact Phone: _____ A/P Fax: _____

A/P Contact Email: _____ Invoice: mail email

Purchasing Contact: _____ Purchasing Phone: _____ Purchasing Fax: _____

Purchasing Email: _____ Purchase Order Number Required? Yes No

FEIN# _____ In Business Since: _____

Legal form under which the business operates:

Corporation State/Province Registered: _____

Partnership Sole Proprietorship Other: _____

Company Owner, Officers, Partners

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Bank Reference

Bank Name: _____

Officer/Account Manager: _____

Bank Address: _____

City: _____ State: _____ Zip Code: _____

Bank Phone: _____ Bank Fax: _____

Account Type: Checking Savings Loan Account Number: _____

Bank Reference cont'd

Bank Name: _____
Officer/Account Manager: _____
Bank Address: _____
City: _____ State: _____ Zip Code: _____
Bank Phone: _____ Bank Fax: _____
Account Type: Checking Savings Loan Account Number: _____

Trade Reference

Company Name: _____
Contact Name: _____
Address: _____
City: _____ State/Province: _____ Zip Code: _____
Phone: _____ Fax: _____
Date Account Opened: _____ Credit Limit: _____ Current Balance: _____

Company Name: _____
Contact Name: _____
Address: _____
City: _____ State/Province: _____ Zip Code: _____
Phone: _____ Fax: _____
Date Account Opened: _____ Credit Limit: _____ Current Balance: _____

Company Name: _____
Contact Name: _____
Address: _____
City: _____ State/Province: _____ Zip Code: _____
Phone: _____ Fax: _____
Date Account Opened: _____ Credit Limit: _____ Current Balance: _____

Financial Information

Amount of Credit Requested: \$ _____
Have you, the officers and/or the affiliates ever filed a petition in bankruptcy? Yes No
Is your company subject to any litigation? Yes No If so, describe: _____

We declare that the above information is true, correct and complete and is given to induce the Company to extend credit. We authorize the Company to make such credit investigation as the Company sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to the Company any and all information concerning the financial and credit history of my company and myself:

I have read and agree to the attached terms and conditions.

Company Name: _____
Authorized Signature: _____
Printed Name: _____
Title: _____
Date: _____

Terms and Conditions of Sale

- 1. PAYMENTS.** Unless otherwise agreed upon in a writing signed by an authorized officer of CORECHEM Inc., all amounts payable under this agreement shall be due to CORECHEM Inc. within thirty (30) days of the invoice date, time being of the essence. Late payments shall bear interest at the rate of 18% per annum or the highest rate permitted by law; whichever is less. All prices shown are net. In addition to the price of the goods, Customer shall pay all expenses including taxes, insurance, freight, carriage, and warehousing.
- 2. TAXES AND PRICING.** All prices quoted are subject to change without notice and are exclusive of taxes. Customer shall pay all taxes resulting from transactions, including without limitation occupation, property, excise, sales, or use tax, but excluding any taxes based on the income of CORECHEM Inc. The purchase price, including applicable taxes, shall be subject to increase based on CORECHEM Inc.'s established price at the date of actual shipment, if shipment is delayed thirty (30) days or more beyond the scheduled shipment date, and such delay is caused in whole or in part by circumstances beyond the reasonable control of CORECHEM Inc. as provided in Paragraph 10.
- 3. SHIPMENT.** Scheduled shipment date is an estimate only. On or after the scheduled shipment date, Customer shall accept the shipment upon notification by CORECHEM Inc. If Customer refuses shipment, CORECHEM Inc. may (1) have the goods transported and warehoused at the Customer's expense and risk, which shall constitute shipment to Customer, and CORECHEM Inc. may then declare all amounts immediately due, or if any amount due is financed by CORECHEM Inc. it may declare that monthly installment payments commence thirty (30) days from the date of shipment to the warehouse; or (2) at CORECHEM Inc.'s option, defer shipment. CORECHEM Inc. may make partial shipments under this agreement and may invoice for each partial shipment separately. Each partial shipment shall be deemed to be a separate sale; however, delay in delivery of any partial shipment shall not relieve Customer of its obligation to accept delivery of remaining shipments. CORECHEM Inc.'s shipping weights shall govern for each shipment or partial shipment. Customer must promptly notify CORECHEM Inc. in writing to dispute the shipping weight of any shipment or partial shipment, providing the reasons for such dispute and all necessary documentation to substantiate the difference.
- 4. SHIPPING TOLERANCES.** The goods sold are subject to CORECHEM Inc.'s published shipping tolerances in effect on the date of order or any then-applicable industry shipping tolerances for the goods if CORECHEM Inc. has no tolerances. (Current standard +/- 10%)
- 5. TITLE/RISK OF LOSS/INSURANCE.** TITLE TO AND RISK OF LOSS OF THE GOODS SHALL PASS FROM CORECHEM, INC TO THE CUSTOMER WHEN THE GOODS OR COMPONENT PARTS WHETHER MANUFACTURED BY CORECHEM INC OR ANOTHER SUPPLIER ARE PLACED IN THE POSSESSION OF A COMMON CARRIER SELECTED BY CUSTOMER FOR SHIPMENT TO CUSTOMER. CUSTOMER SHALL PROVIDE INSURANCE FOR LOSS OR DAMAGE PAYABLE TO CORECHEM, INC WITH COVERAGE IN AN AMOUNT NO LESS THAN THE TOTAL AMOUNT OWING TO CORECHEM, INC WITH LOSS FIRST PAYABLE TO CORECHEM, INC. TITLE TO AND RISK OF LOSS OF THE GOODS SHALL PASS FROM CORECHEM, INC TO THE CUSTOMER WHEN THE GOODS OR COMPONENT PARTS WHETHER MANUFACTURED BY CORECHEM INC OR ANOTHER SUPPLIER ARE DELIVERED TO THE DESTINATION INSTRUCTED BY CUSTOMER IF PLACED IN THE POSSESSION OF A COMMON CARRIER SELECTED BY CORECHEM, INC OR ON A DELIVERY VEHICLE OWNED BY OR OPERATED BY CORECHEM, INC FOR SHIPMENT TO CUSTOMER.
- 6. ACCEPTANCE OF GOODS.** Customer shall inspect or test all goods upon receipt. Customer shall be deemed to have affected final acceptance of the goods within fifteen (15) days from the date of initial shipment unless written notice is received by CORECHEM Inc. within such period. In any case, the goods will be deemed accepted on the date when used or otherwise placed in commercial operation.
- 7. WARRANTY AND DISCLAIMER OF IMPLIED WARRANTIES.** CORECHEM Inc. warrants that title to the goods sold shall be free from any encumbrance and will conform to the description contained on CORECHEM Inc.'s invoice. **CORECHEM INC. DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THERE ARE NO REPRESENTATIONS OR WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE THEREOF.** Customer is responsible for the designation and selection of products sold by CORECHEM Inc.
- 8. REMEDY.** Customer must deliver and CORECHEM Inc. must receive written notice of Customer's rejection of goods not conforming to the warranty as provided in Paragraph 7 within thirty (30) days after the alleged defect is apparent or reasonably should be apparent to Customer. Customer's exclusive remedy pursuant to this agreement shall be limited to repair or replacement, in CORECHEM Inc.'s discretion, of nonconforming goods (F.O.B. CORECHEM Inc.'s shipping point). CORECHEM Inc. in its sole discretion may, in lieu of repair or replacement, accept return of the nonconforming goods and refund the moneys paid, without interest, provided Customer is not in default under this agreement. **ACCORDINGLY, CORECHEM INC. SHALL NOT HAVE LIABILITY OR RESPONSIBILITY FOR ANY OTHER DIRECT, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING ATTORNEY'S FEES, THAT MAY ARISE FROM ANY BREACH OF SUCH WARRANTY.** Customer shall hold CORECHEM Inc. harmless and indemnify and defend CORECHEM Inc. (including its affiliates, assigns, directors, officers, employers, agents, and representatives) for any claims arising out of or relating to the design, specification, or use of the products sold by CORECHEM Inc. to Customer.
- 9. RETURNS.** Returned goods will be accepted only if CORECHEM Inc. has given prior written consent. Handling, inspection, restocking and invoicing charges also may be assessed against Customer. All returns allowed must be shipped at Customer's expense and must be in excellent resale condition. Material cut to Customer's specifications is not returnable.
- 10. DELAY OR NONPERFORMANCE.** CORECHEM Inc. shall not be liable for failure or delay in performance of this agreement due in whole or in part to strikes, work stoppages, fires, acts of terrorism, accidents, wars, rebellions, civil commotion, public strife, acts of any government, whether legal or otherwise, acts of public enemies, forces majeure, plagues, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or qualified labor, or any other causes beyond CORECHEM Inc.'s reasonable control; this specifically includes delays or inability to obtain products because of the actions of CORECHEM Inc.'s suppliers.
- 11. DEFAULT.** In the event of Customer's refusal to accept shipment or other default, CORECHEM Inc., at its discretion and option, shall be entitled to retain all money paid by Customer on account as liquidated damages. If Customer fails to make any payments when due, or if there is a breach of any covenant or agreement by Customer, or if CORECHEM Inc. deems itself insecure then Customer shall be deemed in default and CORECHEM Inc. shall have at its option the right to take immediate possession of the goods, and/or declare all unpaid amounts immediately due and payable and/or suspend shipments to Customer. CORECHEM Inc. shall be entitled to set off any amount owed by Customer or any of Customer's related entities against any amount payable to CORECHEM Inc. in connection with any unpaid moneys due to CORECHEM Inc. CORECHEM Inc. shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to all other rights as established herein, which rights and remedies shall be cumulative. Waiver by CORECHEM Inc. of any breach or default shall not constitute a waiver of any subsequent breach or default.
- 12. EQUIPMENT.** Any equipment including jigs, dies, and tools (which CORECHEM Inc. acquires for use exclusively in the production of goods for Customer) will be and remain CORECHEM Inc.'s possession. CORECHEM Inc. may change or alter any such equipment. Any

material or equipment owned or furnished by Customer to CORECHEM Inc. will be carefully handled and stored by CORECHEM Inc. while in its possession. When for eighteen (18) consecutive months no orders acceptable to CORECHEM Inc. are received from Customer for goods to be made from any such equipment or materials, CORECHEM Inc. may, by written notice to Customer, request use or disposition of said material or equipment as it desires, without liability or obligation to Customer.

13. CANCELLATION. Upon receipt of written notice from Customer, CORECHEM Inc. shall cancel any orders as instructed, subject to the right of CORECHEM Inc. or its subcontractors to continue processing raw or finished material to the point at which processing can be halted with the least disruption and cost to CORECHEM Inc. Customer shall be responsible for all costs associated with the cancellation and completion of processing of material.

14. ACCEPTANCE. Acceptance of this offer is expressly limited to the terms of this offer. Any additional or differing terms provided in a form serving as confirmation shall not be construed as proposals for addition to the contract and shall in no way amend, prevail over, supplement, or supersede any provision of this agreement. These Terms and Conditions shall be deemed binding on Customer by its purchase of products from CORECHEM Inc. These Terms and Conditions may only be modified by a writing signed by an authorized officer of CORECHEM Inc. Each provision of this agreement shall remain in effect unless the provision is explicitly contradicted by the aforesaid writing signed by an authorized officer of CORECHEM Inc. These Terms and Conditions may be superseded or revised by CORECHEM Inc. ANNUAL TERMS AND CONDITIONS.

15. GENERAL. CORECHEM Inc. may assign its rights and obligations under these Terms and Conditions. If Customer changes its corporate status, both Customer and its successors continue to be bound by these Terms and Conditions of Sale, but CORECHEM Inc. reserves its rights under Paragraph 11. No prior representation, affirmation, or agreement shall be enforceable unless set forth herein.

16. NUCLEAR USE. The products covered by these Terms and Conditions and sold by CORECHEM Inc. are not intended for application in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Customer shall not use these products for such purposes or permit others to use these products for such purposes unless an authorized officer of CORECHEM Inc. agrees to such use in writing. If any such use occurs without CORECHEM Inc.'s written agreement, CORECHEM Inc. disclaims all liability for any nuclear or other damages, injury or contamination, and Customer shall protect, defend, and indemnify CORECHEM Inc., CORECHEM Inc.'s affiliates and directors, officers, employees, agents, and representatives from and against any and all claims, losses, damages, costs, actions, judgments, expenses and liabilities of every kind and nature whatsoever (including without limitation attorney's fees and costs and expenses of defense) which, either directly or indirectly, are in any way connected with, arising out of or resulting from such use.

17. DISPUTE RESOLUTION & GOVERNING LAW. Any and all disputes to which CORECHEM Inc. is a party shall be determined subject to Tennessee law, and the state or federal courts of Tennessee shall have exclusive jurisdiction over such disputes. Customer expressly agrees to the personal jurisdiction of Tennessee courts. CORECHEM Inc. shall be entitled to collect from Customer reasonable attorney's fees, court costs and other expenses incurred for disputes arising out of this agreement. Customer must institute any action against CORECHEM Inc. within one year after Customer's claim arises, or such claim shall be barred notwithstanding any statutory limitations to the contrary.

Guaranty Agreement

FOR GOOD CONSIDERATION, and as an inducement for CORECHEM Inc. (Creditor), from time to time extend credit to: _____ (Customer), it is hereby agreed that the undersigned does hereby personally guaranty to Creditor the prompt, punctual and full payment of all monies now or hereinafter due Creditor from Customer.

Until termination, this guaranty is unlimited as to amount or duration and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party, obligor or guarantor, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment thereto, and the undersigned waives all notices thereto.

The obligations of the undersigned shall at the election of Creditor be primary and not necessarily secondary and Creditor shall not be required to exhaust its remedies as against Customer prior to enforcing its rights under this guaranty against the undersigned.

The guaranty hereunder shall be unconditional and absolute, and the undersigned waive all rights of subrogation and set-off until all sums due under this guaranty are fully paid. The undersigned further waives all suretyship defenses or defenses in nature thereof, generally.

In the event payments due under this guaranty are not punctually paid upon demand, then the undersigned shall pay all reasonable costs and attorney's fees necessary for collection, and enforcement of this guaranty.

If there are two or more guarantors to this guaranty, the obligations shall be joint and several and binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

This guaranty may be terminated by any guarantor upon fifteen (15) days written notice of termination, mailed certified mail, return receipt requested to the Creditor. Such termination shall extend only to credit extended beyond said fifteen (15) day period and not to prior extended credit, or goods in transit received by Customer beyond said date, or for special orders placed prior to said date notwithstanding date of delivery.

Termination of this guaranty by any guarantor shall not impair the continuing guaranty of any remaining guarantors of said termination.

Each of the undersigned warrants and represents it has full authority to enter into this guaranty. This guaranty shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. This guaranty shall be construed and enforced under the laws of the State of Tennessee.

Signed this _____ day of _____, 20____ (year).

Authorized Signature: _____

Printed Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

**TENNESSEE DEPARTMENT OF REVENUE
TENNESSEE SALES AND USE TAX
BLANKET CERTIFICATE OF RESALE**

TO: Vendor's Name: **CORECHEM Inc.**
Vendor's Address: **4320 Greenway Drive; Knoxville, TN 37918**

The undersigned hereby certifies that the merchandise purchased on each order placed is purchased for the reason indicated below. The purchaser must notify the seller in writing if the certificate is no longer valid. [See definition of "resale" in Tenn. Code Ann. Section 67-6-102.]

- Resale as tangible personal property or resale of a service subject to tax.
- A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
- Rental or leasing of tangible personal property.
- Use in accordance with the provisions of Rule 1320-5-1-.68(4). (A copy of the Direct Pay Permit must be given to the vendor.)
- Other (indicate reason): _____

Sales Tax Registration Number of Purchaser: _____

Effective Date of Registration: _____

Name of Business: _____

Address: _____

Name of Authorized Purchaser: _____

Signature of Authorized Purchaser: _____

NOTICE

This Certificate must be fully completed and signed before it is valid. Certificate remains in effect until revoked in writing by the purchaser. Once a valid certificate is on file, it is not necessary to obtain additional copies for subsequent purchases.

Any merchandise obtained upon this resale certificate is subject to the Sales and Use Tax if it is used or consumed by the purchaser in any manner and must be reported and the tax paid thereon directly to the Tennessee Department of Revenue.

TENN. CODE ANN. SECTION 67-6-607 MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES AND USE TAXES AND SUBJECTS THE CERTIFICATE TO REVOCATION