~TERMS AND CONDITIONS~

All invoices are payable 30 days from invoice date and become past due thereafter unless otherwise stated below. ***One and one-half percent (1.5%) per month interest charge [this is the same as interest at the rate of 18% per year] will be applied to all past due balances****. The accrual or payment of interest does not authorize the Debtor to defer payment of any indebtedness beyond the credit terms as stated herein. The term "Debtor" used in these Terms and Conditions is ENCORE!'s customer and means any person or entity legally obligated to pay for any merchandise shipped by ENCORE! pursuant to this Application for Commercial Credit.*

ENCORE! shall not be liable for any consequential, incidental, indirect, or special damages. Debtor cannot return for credit any merchandise shipped by ENCORE! without ENCORE!'s written Return Goods Authorization (RGA). For consideration of return, ENCORE! must be notified same business day or next business day from the date of Debtor's receipt of the merchandise and has been inspected by ENCORE! to determine merchandise is in full, unopened stacks, in good condition and in original packaging. ENCORE! reserves the right to charge a restocking fee of $35 per stack and freight costs for any merchandise returned. Returns for pallets require an assigned "ENC" number and must be prescheduled. Encore! will only accept original pallets shipped to Debtor and in reusable/ good condition and must bear the manufacture stamp "H/T" and "IPPC". Encore! reserves the right to deny credit for pallets that do not meet acceptable condition requirements. Freight charges may apply based on quantity of pallets being returned. ***Prices are subject to change upon 30 days written notice.***

Debtor agrees that failure to pay any invoice in full for any reason within payment terms of the invoice will automatically result in cancellation of any credit terms offered under this agreement. Debtor further agrees that failure to pay any invoice in full within payment terms of the invoice will result in any outstanding invoices becoming due regardless of terms. Debtor agrees that all invoices become payable in full immediately if Debtor sells its business, goes out of business, goes into receivership, or its business is attached, becomes insolvent or bankrupt. ENCORE! reserves the right to alter or revoke these Terms and Conditions at any time.

At the choice of the party to this Agreement who files the initial action regarding any past, present or future dispute, claim or controversy arising out of or relating to this Agreement or the existence, scope, breach, termination, enforcement, interpretation or validity of this Agreement or this arbitration clause herein, such action shall be filed in and determined by a court of appropriate jurisdiction in any county in California, or by binding arbitration before one arbitrator under either JAMS Rules and Procedures or under American Arbitration Association Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection. Judgment on an arbitration award may be entered in any court having jurisdiction. This arbitration clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The court or arbitrator shall award to the prevailing party all of its costs and fees in any action to enforce the provisions of this Agreement. "Costs and fees" include all reasonable pre-award expenses of an action to enforce this Agreement, including arbitrator's fees, administrative fees, travel expenses, court costs, witness and attorney fees and all out-of-pocket expenses. This Agreement shall be interpreted in accordance with the laws of the State of California and shall be governed by the Federal Arbitration Act.

ENCORE! ships merchandise in full stack increments and it reserves the right to ship and invoice for a quantity which may vary from the quantity specified by Debtor, and Debtor agrees to accept delivery of and to pay for such revised quantity as shipped.

Note: It is Debtor's responsibility to determine the suitability of glass closures and closure liner materials for Debtor's product. ENCORE! disclaims any express warranties or implied warranties, including warranties of merchantability or of fitness for a particular purpose. Debtor assumes all risks that merchandise purchased from ENCORE! will be suitable for its intended use.

DEBTOR HEREBY AUTHORIZES ENCORE! TO CONTACT OR TO MAKE AN INQUIRY TO ANY PERSON, BANKING INSTITUTION, CREDIT BUREAU, OR OTHER BUSINESS OF ANY KIND, AT ANY TIME, REGARDING DEBTOR'S CREDITWORTHINESS OR REGARDING ANY OTHER FINANCIAL INFORMATION THAT MAY BE HELPFUL TO ENCORE TO CONFIRM DEBTOR'S CREDIT STATUS AND THE DEBTOR'S CREDITORWORTHINESS. THIS AUTHORIZATION IS IN NO WAY LIMITED TO THE TRADE REFERENCES PROVIDED ON THE FIRST PAGE OF THIS CREDIT APPLICATION. DEBTOR AGREES TO INDEMNIFY AND HOLD HARMLESS ENCORE! FROM ANY AND ALL LIABILITY CONNECTED WITH OR ARISING FROM SUCH CONTACT OR INQUIRY.

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CREDIT APPLICATION, THEY CONSENT TO THE ABOVE TERMS AND CONDITIONS, AND THEY ACKNOWLEDGE THAT THE INFORMATION PROVIDED IN THIS CREDIT APPLICATION IS ACCURATE AND COMPLETE.

~SIGNATURE REQUIRED BELOW~

[OWNER/OFFICER OR AUTHORIZED PARTNER(S) MUST SIGN]

LEGAL NAME OF CUSTOMER/CORPORATION: _____

NAME OF OWNER/OFFICER OR ALL PARTNERS:

Owner/Officer or Partner	Title	Authorized Signature	Date
Owner/Officer or Partner	Title	Authorized Signature	Date
Owner/Officer or Partner	Title	Authorized Signature	Date