BORINQUEN CONTAINER

CREDIT APPLICATION

BCC ACCOUNT NO.

DATE _____

P.O. BOX 145170 ARECIBO, P.R. 00614-5170 TEL. (787) 898-5000 FAX (787) 898-5079

RETURN TO ***BORINQUEN CONTAINER CORP.*** AFTER COMPLETION

CUSTOMER INFORMATION

COMPANY NAME	TELEPHONE: (AREA CODE) NUMBER ( )
MAILING ADDRESS	NAME OF PRESIDENT
CITY	NAME OF CONTROLLER
STATE / ZIP CODE	OFFICIAL OR SENIOR BUYER
TYPE OF BUSINESS	NAME AFFILIATE OR PARENT COMPANY
RESIDENTIAL AGENT	PHYSICAL ADDRESS
P.R. TAX EXEMPTION NO. / SOCIAL SECURITY NO.	TELEPHONE: (AREA CODE) NUMBER ( )

IF YOU ARE NOT AN ORGANIZED CORPORATION UNDER THE LAWS OF COMMONWEALTH OF PUERTO RICO AND/OR AUTHORIZED CORPORATION TO DO BUSINESS IN PUERTO RICO, AN INDIVIDUAL OR SOCIETY:

NAME		TELEPHONE: (AREA CODE) NUMBER ( )		SOCIAL SECURITY NO.
MAILING ADDRESS		PHYSICAL ADDRESS		
CITY				
STATE	ZIP CODE	CITY	STATE	ZIP CODE

NAME BY WHICH YOU DO BUSINESS (D/B/A)
BUSINESS LOCATION
CITY / STATE / ZIP CODE
TELEPHONE: (AREA CODE) NUMBER ( )

BILLING INFORMATION

NAME
MAILING ADDRESS
CITY / STATE / ZIP CODE
TELEPHONE: (AREA CODE) NUMBER ( )

BANKING REFERENCE

BANK NAME
BRANCH / ACCOUNT NO.
ADDRESS
CITY / STATE / ZIP CODE

SHIPPING INFORMATION

NAME
SHIPPING ADDRESS
CITY / STATE / ZIP CODE
TELEPHONE: (AREA CODE) NUMBER ( )
CONTACT NAME

ANNUAL TOTAL SALES	$	REQUESTED CREDIT AMOUNT	$

BANKING REFERENCE

CREDIT REFERENCE 1 (NAME, ADDRESS, PHONE)	CREDIT REFERENCE 2 (NAME, ADDRESS, PHONE)

I CERTIFY THAT THE INFORMATION PROVIDED IS CORRECT AND THAT I AGREE AND ACCEPT THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.

NAME _____ SIGNATURE _____ TITLE _____ DATE _____

BORINQUEN CONTAINER CORPORATION USE ONLY

SIGNATURE _____

☐ APPROVED ☐ DISAPPROVED

TITLE _____ DATE _____

COMMENTS: _____

PLEASE READ TERMS AND CONDITIONS ON THE BACK OF THIS APPLICATION BEFORE SIGNING AND RETURNING THIS FORM. IF NOT RECEIVED SIGNED AND FILLED OUT IN ALL PARTS THAT MAY APPLY IT WILL BE UNDERSTOOD THAT THE TERMS AND CONDITIONS HAVE NOT BEEN ACCEPTED. BORINQUEN CONTAINER CORPORATION RESERVES THE RIGHT TO ACCEPT THIS APPLICATION AND/OR SELL MERCHANDISE UNDER OTHER TERMS AND CONDITIONS.

TERMINOS Y CONDICIONES

1. Hasta que no se informe por escrito que **BCC** le ha aprobado línea de crédito, los términos de compra serán prepagado.
2. Mercancía vendida a crédito tendrá un descuento de 1% si es pagada en 10 días calendario a partir de la venta.
3. Mercancía vendida a crédito tendrá que ser pagada en su totalidad en 30 días calendario.
4. No aceptamos reclamaciones después que la mercancía sea entregada y revisada en nuestras facilidades y/o almacenes.
5. No aceptamos reclamaciones después que la mercancía sea entregada por nuestros empleados y/o acarreadores y revisada en las facilidades del comprador.
6. No somos responsables por errores en medidas o especificaciones del comprador al ordenar los artículos que solicite.
7. Se le aplicará 3.6% de arbitrios a todo cliente que no provea el número de identificación de arbitrios.
8. De no efectuarse el pago dentro del término anterior e independientemente de la acumulación de intereses, **BCC podrá suspender el servicio de entrega** hasta que el Cliente se ponga al día en sus pagos. BCC reserva el derecho de rescindir este Contrato por demoras del Cliente mayor de 45 días.
9. Si el cliente estimase que hubiese cualquier error en cuanto a lo facturado, el Cliente pagará de inmediato aquella parte con la cual estuviese de acuerdo y presentará sus **objeciones por escrito en cinco (5) días calendario**, a partir del recibo de la factura, a BCC. De así no hacerlo, se entenderán renunciadas sus objeciones, deberá efectuar el pago tal y como si éstas no se hubieran hecho. Tan pronto se reciban dichas objeciones, se coordinará una reunión entre un representante de ambas partes, a los fines de discutir y llegar a un acuerdo sobre las mismas a la mayor brevedad posible.
10. En caso de incumplimiento por parte del comprador en el pago de la mercancía dentro los términos y condiciones señalados y tenerse que recurrir a la vía judicial para recuperar el pago de la deuda, serán por cuenta del comprador / deudor los gastos, costas y un 20% del balance adeudado para honorarios de abogados.
11. En caso de incumplimiento por parte del comprador en el pago de la mercancía dentro de los términos y condiciones señalados y tenerse que recurrir a la vía judicial o agencia de cobros para recuperar el pago de la deuda, habiéndose referido la deuda a nuestros abogados o agencia de cobros para el cobro de la misma, si el comprador interesa pagar la deuda antes de que se radique la correspondiente acción judicial, tendrá que pagar además un 20% del balance adeudado para gastos y honorarios de abogados o agencia de cobros.
12. Toda factura vencida no pagada conlleva la imposición de cargos al porciento más alto permitido por ley. En caso de que la deuda haya sido referida a nuestros abogados para su cobro también tendrán que pagarse los recargos en adición al 20% del balance adeudado para los gastos honorarios de abogados.
13. Todo cheque devuelto tendrá un recargo de $25.00 dólares.
14. De pagar con un cheque personal, comercial o corporativo que sea devuelto por segunda vez o más, el suscribiente del cheque y el de la orden de compra y / o solicitud de crédito se comprometen a pagar una suma adicional de $50.00 dólares por el cobro del cheque que incluirá los cargos bancarios y además pagarán los gastos y honorarios de abogados a razón de un 20% del balance adeudado para cubrir los gastos en que incurra la empresa en recobrar por la vía judical dicha deuda.

ESTOS TERMINOS Y CONDICIONES DE VENTAS ESTARAN SUJETOS A CAMBIO SEGUN EL CRITERIO DE *BORINQUEN CONTAINER CORPORATION.*

TERMS AND CONDITIONS

1. Until an approved line of credit is received in writing by BCC, the terms of payment will be prepaid.
2. Sold merchandise on credit will have a 1% discount if paid within 10 calendar days of sale.
3. Sold merchandise on credit will have to be paid in total within 30 calendar days.
4. We do not accept claims after merchandise has been delivered and reviewed in our facilities and/or warehouses.
5. We do not accept claims after merchandise has been delivered by our employees and/or carriers and reviewed in buyer's facilities and/or warehouses.
6. We are not responsible for errors in measurements or specifications from buyer when ordering solicited articles.
7. A 3.6% tax is applied to all clients who do not provide a tax exemption number.
8. If payment is not submitted within the aforementioned terms and independently of any accumulated interests, **BCC will be able to suspend further delivery services** until payments are brought up to date. BCC reserves the right to terminate this contract when client tardiness is greater than 45 days.
9. If the client considered that there was any error as far as invoicing, immediate payment will be made to that portion of which the client agrees and will then present or display **any objections in writing within five (5) calendar days** from the receipt of invoice to BCC. Having not done so, it would be understood that any objections are waived and remaining payment will be made as if these had not been presented. As soon as these objections are received, a meeting will coordinated between a representative of both parties, with the purpose of discussing and reaching an agreement as soon as possible.
10. In the event of noncompliance by the client on payment of merchandise within the terms and conditions set forth and having then to proceed to legal means referring debt to our lawyers or collection agencies to recover the payment of the debt, will be on behalf of the client/debtor the expenses, cost and a 20% of the balance owed for legal honorary fees.
11. In the event of noncompliance by the client on payment of merchandise within the terms and conditions set forth and having then to proceed to legal means referring debt to our lawyers or collection agencies to recover the payment of the debt, if the buyer/debtor takes interest to pay the debt before the corresponding legal action goes into effect, the client/debtor will have to pay the expenses, cost and a 20% of the balance owed for legal honorary fees.
12. All outstanding invoices not paid implies the imposition of charges to the highest percent allowed by law. In the event that the debt has been referred to our lawyers for its collection, client will also have to pay the surcharges in addition to 20% of the owing balance for the legal honorary fees.
13. All returned checks with insufficient funds the client/debtor will have a surcharge of $25.00 dollars.
14. Having paid with a personal, commercial or corporative check that has been returned with insufficient funds for the second time or more, the endorser of the check and the purchaser of order or requestor of credit are committed to pay an additional sum of $50.00 dollars that includes banking charges due to collection of check and in addition will pay for expenses and legal honorary fees at the rate of a 20% of the balance owed to cover the expenses which the company incurred in recovering the debt by the judicial means.

THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE ACCORDING TO *BORINQUEN CONTAINER CORPORATION'S* CRITERIA.