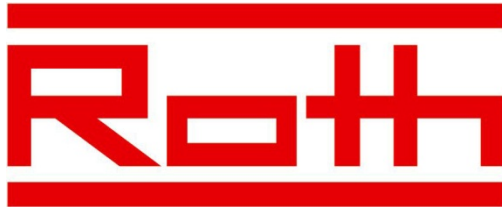


Roth Global Plastics
P.O. Box 245
Syracuse, N.Y. 13211
1 General Motors Drive
Syracuse, N.Y. 13206
Tel: 866.943.7256
Fax: 315.475.0200



Roth Industries
268 Bellew Ave. South
Watertown, N.Y. 13601
Tel: 888.266.7684
Fax: 866.462.2914

**APPLICATION FOR CREDIT - GUARANTY
TERMS & CONDITIONS OF SALE**

General Information

Legal Name of Company: _____ DBA: _____
Billing Address _____ City _____ State _____ Zip _____
Shipping Address _____ City _____ State _____ Zip _____
Phone # _____ Fax # _____ E-Mail _____
Ownership: _____ Individual/Proprietorship _____ Partnership _____ Corporation _____ LLC _____ LLP
_____ Subsidiary/ _____ Division of _____
Nature of Your Business _____ Date Business Started _____
Federal ID # _____ Dun & Bradstreet # _____ Number of Employees _____
If Incorporated: _____ Date _____ State _____
Initial Credit Line Requested: _____ (For credit line request over \$10,000, current Financial Statements are required)
Accounts Payable Contact _____ Phone # _____ Fax # _____
Sales Tax Status: _____ Taxable _____ Non-Taxable (Sales Tax will be charged unless the required exemption form is provided prior to sale.)

Personal Information on Officers, Partners, Proprietor

Name _____ Title _____ Social Security # _____
Home Address _____ City/State _____ Zip _____ Home Phone # _____
Name _____ Title _____ Social Security # _____
Home Address _____ City/State _____ Zip _____ Home Phone # _____

Trade References

Name _____ Phone # _____ Fax # _____
Name _____ Phone # _____ Fax # _____
Name _____ Phone # _____ Fax # _____

Bank References

Bank Name _____ Acct. # _____
Contact Name _____ Phone # _____ Fax # _____
Bank Name _____ Acct. # _____
Contact Name _____ Phone # _____ Fax # _____



Roth Terms and Conditions of Sale

1. Terms and Conditions Agreement

All sales are bound by these terms and such terms found at www.roth-usa.com/terms_and_conditions.cfm. Any order or statement of intent to purchase any goods from Roth Global Plastics, Inc., or Roth Industries, Inc., (collectively referred to as "ROTH"), or any direction to proceed with engineering, procurement, manufacture or shipment of any goods, or acceptance of all or part of such goods, or payment of all or part of such goods shall constitute assent to these terms and conditions. Any different or additional terms and conditions proposed by Buyer in a purchase order or otherwise, are objected to by ROTH and will not be binding upon ROTH unless specifically agreed to in writing by an authorized representative of ROTH's management. These terms and conditions of sale represent the entire sales agreement of the parties as to purchases made by Buyer from ROTH, except where ROTH has specifically agreed to other or additional terms and conditions in writing by an authorized agent. Such terms are subject to change and modifications as set forth in the above website. In the event of a discrepancy between current and past terms the terms and conditions listed on the website shall control.

2. Payment and Taxes

Payment is due within 30 days from date of ROTH's invoice to Buyer. If in ROTH's judgment, Buyer's financial condition at any time does not justify the terms of payment specified, ROTH reserves the right to require full payment in cash before order entry, manufacture, shipment or delivery of product. In the event, Buyer defaults in payment, Buyer shall be liable for all collection costs incurred, including but not limited to, reasonable attorney and collection agency fees, and all related disbursements. In the event, Buyer does not pay when payment is due, past due amounts are subject to service charges of 1-1/2 percent per month (18% per annum) or the maximum percentage rate permitted by law. Any partial payment on overdue accounts shall be applied first to services charges, then to remaining principal balance. All applicable taxes will be charged unless the required exemption forms are provided prior to sale.

3. Quotations

For quotations, unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by ROTH prior to any acceptance. All quotations and prices are subject to change without notice. Prices do not include any present or future sales, use, excise, value added or similar taxes; export or import fees and, where applicable, such taxes and fees shall be billed as a separate item and paid by Buyer. ROTH reserves the right to correct all errors and omissions. Quantities and unit prices are for the specific quotations or sale only; any increase or decrease in quantities is solely at the option of ROTH. ROTH assumes no responsibility for quoted or sold materials meeting any job specifications or requirements unless specifically so stated in its written quotation. ROTH is merely quoting its interpretation of Buyer's requirements and bill of material. All quotations are subject to corporate credit approval and are not an offer to sell on an open account basis.

4. Shipping

Deliveries by common carrier are either EXW shipping point or CPT destination (defined in accordance with INCOTERMS®). On all deliveries by common carrier, title passes to Buyer at point and time of delivery to carrier; and, thereafter, all risk of loss or damage shall be on Buyer. Damage or shortage claims arising from common carrier shipments are to be made by Buyer against carrier. ROTH assumes no responsibility beyond delivery to carrier in good order and is not responsible for loss, damage, or delay occurring thereafter. All items shown as freight allowed pertain to particular items and quantities. Buyer shall provide extra labor or mechanical facilities required to unload the shipment without any cost to ROTH.

5. Delays and Force Majeure

Shipping dates are not guaranteed, but if stated, are based upon the best information then available and unless otherwise specifically stated in writing is subject to change without notice. ROTH shall not be liable for failure to deliver or performance due to any cause beyond its reasonable control, including but not limited to: fire, flood, terrorists, strike, other labor difficulty, acts of nature, acts or omission of Buyer, act of governmental authority, transportation difficulties, delays in usual sources of supply, and/or major changes in economic conditions. In the event of delay in performance due to any such cause, the date of delivery or shipment will be extended by a period of time reasonably necessary to overcome the effect of such delay.

6. Limited Warranty

ROTH shall only provide such Limited Warranties that accompany the products. ROTH'S LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY OR AFFIRMATION OF FACT, EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH IN THE ABOVE LIMITED WARRANTY STATEMENT IS MADE

OR AUTHORIZED BY ROTH UNLESS PROVIDED BY ROTH IN WRITING. ROTH DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO BUYER'S FAULT, PRODUCT MISUSE, IMPROPER PRODUCT SELECTION, INSTALLATION OR MISAPPLICATION. ROTH'S obligation to repair or replace any defective product during the specified warranty period shall be the Buyer's exclusive remedy. Buyer is responsible for costs of shipping product to ROTH. Unless provided therein, ROTH shall not be responsible for labor charges for removal or reinstallation of defective products, charges for transportation, or handling and shipping. See Limited Warranty accompanying the goods for the specific details of coverage.

B. The obligations of ROTH under the Limited Warranties shall not apply in the event that the Product (i) has been installed or repaired by anyone other than ROTH or an authorized ROTH certified installer, representative or dealer; (ii) has been altered in any manner whatsoever; (iii) has been subject to misuse, neglect, abuse, improper storage, alteration, improper or insufficient maintenance, unauthorized repairs, an accident or accidents, fire, flood, other casualty or acts of nature, (iv) has had its serial number altered, effaced or removed; or (v) has been assembled other than in accordance with the Product instructions and specifications furnished by ROTH.

The Limited Warranty is subject to the following additional conditions:

i. The warranty period begins at the date of installation of the Product as recorded on the warranty card and submitted to ROTH after installation. If the warranty card is not submitted, the warranty period begins at the date of manufacture of the Product. This limited warranty shall be void if the product is not installed within twelve (12) months after the date of sale by the buyer to the installer.

ii. The installation, assembly and use of component parts in connection with the Product from sources other than ROTH or its certified installers, representatives or dealers shall void the obligations of ROTH under this Limited Warranty. ROTH expressly disclaims any liability arising out of any combination of the Product with the products of third-parties.

iii. Buyer must notify ROTH in writing of the defect in materials or workmanship within ten (10) days after the defective materials or workmanship are discovered or reasonably should have been discovered ("Buyer's Notice").

iv. At the same time as the Buyer's Notice, Buyer must also submit proof of purchase in the form of a receipted invoice for the Product as proof that the Product is within the Warranty Period.

v. At the same time as the Buyer's Notice, Buyer must also submit to ROTH a valid Limited Warranty Certificate with all information completed below.

The failure to timely submit the buyer's notice, receipt and completed limited warranty certificate will void the Limited Warranty.

ROTH's sole and exclusive liability for any claim arising from, as a result of or in connection with its Limited Warranty shall be limited to the exclusive terms of the Limited Warranty, whether such claim is based on breach of warranty, tort, negligence, strict liability, product liability or otherwise. No cause of action, regardless of form, arising from or in any manner connected with this Limited Warranty or the Product may be brought against ROTH more than one (1) year after the date such cause of action accrued or defect discovered.

This is a Limited Warranty that gives you specific legal rights, and you may have other rights that vary from state to state. The Limited Warranty is valid only in the United States. The Limited Warranty is governed by the laws of the State of New York.

7. Limitation of Liability

ROTH will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by ROTH, Buyer's use of any function on Roth's websites or any technical advice ROTH may offer, except as agreed in the Limited Warranty set forth above. UNDER NO CIRCUMSTANCES SHALL ROTH BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, CLAIMS OF THIRD PARTIES OR INJURY TO PERSON OR PROPERTY. THE FULL EXTENT OF ANY LIABILITY BY ROTH SHALL NOT EXCEED THE PURCHASE PRICE.

8. Returned Goods

No goods will be accepted for return without the written permission of ROTH. Normally stocked items in saleable condition will be accepted for credit subject to a restocking charge. Goods will not be accepted for return after 60 days from date of delivery. Specialty or custom manufactured items will not be accepted for return. All goods claimed to be defective shall be held to subject to inspection by ROTH and/or the manufacturer.

9.Cancellation

Any cancellation of orders by Buyer must be approved by ROTH and may be subject to restocking charges, expenses already incurred and other charges.

10.Held or Stored Shipments

Should shipments be held or stored beyond delivery date for convenience of Buyer, ROTH may, at its option, assess reasonable charges for any expense incident to such delay.

11.Product Suitability

Many states and localities have codes and regulations governing sales, construction, installation, and/or use of products for certain purposes, which may vary from those in other areas. While ROTH attempts to assure that its products comply with such codes, it cannot guarantee compliance, and cannot be responsible for how the product is installed or used. Before purchase and use of product, Buyer shall review the product application, and local codes and regulations and be sure the product, installation and use will comply with them.

12.Environmental Compliance

ROTH will give Buyer Material Safety Data Sheets ("MSDSs") and Buyer will provide the MSDSs to all those required by law to receive them. Buyer will take such precautions as may be appropriate for hazards identified in the MSDSs and properly manage and dispose of all wastes and residues resulting from Buyer's use of the products in accordance with applicable laws and regulation. Buyer agrees to dispose of disposable packaging as required by any applicable disposal or recycling laws.

13.Patents

Any suggestions ROTH makes about possible articles, designs or uses of Roth's products does not give Buyer a license under any patent covering such articles, designs or uses, nor are they a recommendation for use of such products, articles or designs which may infringe any patent. ROTH will defend Buyer if there is a claim that ROTH's products, as ROTH delivers them to Buyer, infringe another person's patents, and if necessary will either refund the purchase price or obtain for Buyer a license under those patents.

14.Electronic Commerce

Buyer may not share any password, access code or similar credential, which may be issued to it by ROTH, and ROTH reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by ROTH via any internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Roth's products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against ROTH for any other purpose. Buyer specifically agrees that ROTH may issue electronic invoices for any purchases of products made using the Internet, email or any other computer-based electronic communications method, and agrees to honor such invoice as if it had been delivered in writing.

15.Assignment

Buyer shall not assign any order or any interest therein without the prior written consent of ROTH. Any actual or attempted assignment without Roth's prior written consent shall entitle ROTH to cancel such order upon notice to Buyer.

16.No Waiver of Rights

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of the right or excuse any subsequent nonperformance of any such term or condition.

17.Choice of Law and Venue

If necessary to institute legal proceedings to enforce any of the Terms and Conditions of Sale, all transactions shall be governed by the laws of the State of New York, U.S., excluding conflict of law rules, and the venue shall be any state or Federal Court located in Syracuse, New York, and the parties consent to such venue. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are hereby excluded and shall have no effect.

18.Headings

The headings of each of these terms and conditions are for convenience of reference only and shall not be formed part of these terms and conditions. Such headings shall be ignored in the interpretation or construction of any of these terms and conditions.

19.Termination

Roth reserves the right to terminate this Agreement in whole or in part for default: (i) if Buyer fails to materially perform in accordance with any of the requirements of this Proposal, including but not limited to failure to make all due payments, or (ii) if Buyer becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Buyer under any state or federal law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. In the event of such termination, Buyer shall reimburse Roth for any and all costs incurred and work performed to the date of termination, plus reasonable profit. Any such termination will be without liability to ROTH. The rights and remedies of ROTH set forth herein are in addition to any and all other rights and remedies it has at law or in equity.

20.Indemnification

Except to the extent such loss, damage, or expense results from and to the extent of the acts and/or omissions of ROTH, its agents, servants, or employees, Buyer, its officers and directors and employees shall defend, protect, indemnify, and save harmless ROTH from any loss, damage, or expense (including reasonable attorney fees) arising from any claim of death or injury to third parties or tangible property damage to third parties arising out of the performance, installation, promises, by Buyer, its employees or its contractors to its employees of any third party.

21.Attorney's Fees

In the event that litigation is commenced in which it is alleged that any party has breached any of the terms hereof, the prevailing party, as determined by the court, shall be entitled to reimbursement from the other party of its reasonable costs and expenses incurred in such law suit, including, but not limited to, its reasonable attorneys' fees.

22.Customs and Export Controls

Buyer will obtain all export licenses or authorizations necessary for the import of the goods. Roth Buyer will make all arrangements that are necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import. Upon Buyer's written request, ROTH shall provide a NAFTA certificate of origin to Buyer.

23.No Implied Waiver

The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

24.Assignment

Either party may assign or delegate its rights or obligations under this Contract without the other party's prior written consent, and any attempted assignment or delegation shall be void and of no effect.

25.Relationship of Parties

ROTH and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.

26.Severability

If any provision of this Contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such provision will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Contract will remain in full force and effect.

27.Entire Agreement

This Contract, together with the attachments, exhibits, and supplements specifically referenced in this contract constitutes the entire agreement between ROTH and Buyer with respect to the matters contained in this Contract and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written contract signed by the parties. Notwithstanding anything to the contrary contained, herein, Buyer and ROTH explicitly reserves, and this Contract will not constitute a waiver or release of, any rights and claims against the other arising out of, or relating to, and fraud or duress in connection with the formation of this Contract. All payments by Buyer to ROTH under this Contract are without prejudice to Buyer's claims, right, or remedies.

The undersigned certifies the information above to be correct, that the undersigned has the appropriate authority to bind the company, that it is submitted for the purpose of obtaining credit, and agrees to send to ROTH written notice by certified mail of any changes in ownership of applicant's business within five (5) days of such change. Applicant certifies by signing this application, that the business is not insolvent, gives authorization to contact the references listed above for credit information and agrees that credit information may be given to other trade sources as a normal course of business. A faxed copy of this credit application can be considered as the original.

Authorized Signature

Printed Name

Title

Date

Guaranty

The Guarantor hereby guarantees to Roth Global Plastics, Inc. and/or Roth Industries, Inc. ("Roth") and its successors and assigns the payment in full when due, by acceleration or otherwise, of all debts, liabilities, extensions of credit and obligations of Buyer to ROTH, whether now existing or hereafter incurred at any time or times, direct or indirect, absolute or contingent, secured or unsecured, including without limitation all amounts owed by Buyer to ROTH for goods sold to Buyer, and all service charges, and reasonable expenses of collection or enforcement or attempted collection or enforcement thereof. ("Guarantee Obligations")

This Guaranty is a guarantee of payment and not of collection and is irrevocable. ROTH shall not be required to commence any action or proceeding to foreclose any security for payment or to pursue or exhaust any remedies against the Buyer prior to the effectiveness of the Guarantor's obligation to pay the amount of the Guaranteed Obligations.

The Guarantor hereby irrevocably consents and submits to the exclusive jurisdiction and venue of all federal and state courts located in Syracuse, New York. At ROTH's option, the Guarantor may be joined in any action or proceeding commenced by ROTH against Buyer, or any provision thereof, and recovery may be had against the Guarantor in such action or proceeding or in any independent action or proceeding against the Guarantor, without any requirement that ROTH first assert or exhaust any remedy or claim against Buyer. The Guarantor hereby irrevocably waives (to the fullest extent permitted by applicable law): (i) any defense whatsoever which might constitute a defense available to, or discharge of Buyer or Guarantor; (ii) any objection that it may now or hereafter have jurisdiction venue of any suit, action or proceeding arising out of, under or relating to this Guaranty; (iii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; (iv) all contractual, common law, statutory or other rights of reimbursement, contribution, or indemnity from ROTH; and (v) notice of protest, nonpayment, or default of Buyer or any other notice of indebtedness of Buyer to ROTH.

ROTH shall not be liable for failure to collect or realize upon the Guaranteed Obligations or any collateral security therefor, or for any delay in doing so, nor shall ROTH be under any obligation to take any action whatsoever with regard thereto. ROTH shall have no obligation to comply with any recording, re-recording, filing, re-filing, or other legal requirement necessary to establish or maintain the validity, priority or enforceability of ROTH's rights in and to any collateral securing the Guaranteed Obligations, or any part thereof.

No delay or omission by ROTH in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. All rights and remedies of ROTH hereunder are cumulative.

This Guaranty is absolute and unconditional and shall not be affected by any act or thing whatsoever, except as herein provided. No modification or amendment of any provision of the Guaranty shall be effective unless in writing and subscribed by duly authorized officers of ROTH.

ROTH and Guarantor as such terms are used herein, shall include the heirs, executors or administrators, or successors or assigns, of those parties. ROTH's rights under this Guaranty are assignable and participation may be granted herein in connection with the granting of a participation in the Guaranteed Obligations.

The execution and delivery to ROTH by Guarantor of any other guaranty shall not terminate, supersede, or cancel this Guaranty, unless expressly provided therein, and all rights and remedies of ROTH hereunder and under any other guaranty executed and delivered by Guarantor to ROTH shall be cumulative and may be exercised singly or concurrently.

In connection with the exercise by ROTH of its rights hereunder, Guarantor shall do all things and execute all such instruments as ROTH reasonably requires or requests and shall fully cooperate with ROTH so as to effectuate the realization by ROTH of the rights and benefits afforded to ROTH hereunder.

Guarantor(s) hereby waive(s) all notice of extension of credit, default, protest and change in the form of indebtedness.

This Guaranty is a contract made under, and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts to be made and to be performed entirely within such State and without regard to the choice of law principles of such State.

GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WHICH GUARANTOR MAY HAVE IN ANY ACTION OR PROCEEDING, IN LAW OR IN EQUITY, IN CONNECTION WITH THIS GUARANTY OR THE TRANSACTIONS RELATED HERETO.

For goods received and valuable considerations, Guarantor(s) jointly and severally absolutely and unconditionally guarantees and promises to pay ROTH GLOBAL PLASTICS, INC. and/or ROTH INDUSTRIES, INC. or its order, in legal tender of the United States of America, the indebtedness of customer if payment is not made when due. The liability of the Guarantor(s) shall not be affected by the taking of a note or any other change in form of indebtedness.

Buyer Name: _____

Guarantor's Signature _____

Print Name _____

Home Address _____

Guarantor's Signature _____

Print Name _____

Home Address _____

Date _____

Social Security # _____

Date _____

Social Security # _____