

# Herman Pearl company

DESIGN IMPORTS INDIA, Bucky, European Soap, Tickled Pink, RSVP International

P.O. Box 58410



Seattle, WA 98138

## CUSTOMER'S CONFIDENTIAL STATEMENT AND CREDIT APPLICATION FOR 30 DAY TERMS

Tel: 425-970-6599

Fax: 206-575-6287

BILL TO:

LEGAL NAME \_\_\_\_\_  
TRADE NAME (DOING BUSINESS AS) \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
MAILING ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

SHIP TO:

COMPANY NAME \_\_\_\_\_  
DELIVERY ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
ATTENTION OF \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_

### BUSINESS FACTS:

PROPRIETORSHIP  PARTNERSHIP  LLC  CORPORATION

Incorporated under state laws of: \_\_\_\_\_ ID Number: \_\_\_\_\_ State Resale Number: \_\_\_\_\_

New Owner:  Yes / Purchase Date: \_\_\_\_\_  No / Length of time at present location (in years) \_\_\_\_\_

Previous Location:

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Previous Customer:  Yes  No

Name of Mortgagor or Lessor: \_\_\_\_\_ Phone Number with Area Code \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Complete the following information for all corporate officers, shareholders, partner, or individual proprietor.

#1 \_\_\_\_\_ #2 \_\_\_\_\_  
NAME AND TITLE \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
HOME PHONE NUMBER \_\_\_\_\_  
SOCIAL SECURITY NUMBER \_\_\_\_\_  
% OF SHARES OWNED \_\_\_\_\_

#2 \_\_\_\_\_  
NAME AND TITLE \_\_\_\_\_  
HOME ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
HOME PHONE NUMBER \_\_\_\_\_  
SOCIAL SECURITY NUMBER \_\_\_\_\_  
% OF SHARES OWNED \_\_\_\_\_

### BANKING:

NAME OF ACCOUNT HOLDER \_\_\_\_\_  
BANK NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
ACCOUNT NUMBER \_\_\_\_\_ BANK OFFICER \_\_\_\_\_

**RECENT TRADE REFERENCES:** (Preferable other distributors/manufactures)

	NAME	ADDRESS	FAX NO.	ACCT. NO.
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____

**AGREEMENT:**

The above named firm ("Firm") is making application for credit and is providing the information contained above, which is warranted to be true and correct for the purposes of inducing Design Imports India, (DII) to make periodic sales of goods on credit. DII is authorized to contact any or all of the above-listed trade credit references or any other sources regarding Firm's credit standing. It is understood that following such inquiry, DII may refuse to extend credit. The undersigned is an authorized agent of the applicant firm, with authority to execute this Agreement on its behalf. Firm agrees to provide DII with a current financial statement from time to time if requested. If credit is granted, Firm promises to pay all bills and charges as rendered and understands and agrees that all amounts are due and payable in full as stated on each invoice at date of sale. If any amount due DII is not paid in said period, a charge of 1 1/2% per month of the delinquent balance (18% per annum) shall be added to the sum due until paid, in accordance with the rate established by law. Acceptance by DII of a late payment charge shall not be construed as DII's granting permission to Firm to defer payment of any past due balance. If any part of Firm's account balance is past due, DII may declare all amounts owed to it by Firm to become immediately due and payable; DII may also cancel Firm's credit and/or discontinue deliveries. Firm agrees to notify DII in writing within (30) day prior to any change in ownership of its business. DII may refuse further deliveries pending approval of the new owner's credit. Firm's account balance shall be paid in full upon change in ownership. The terms of this Agreement and its interpretation shall be governed by and construed in accordance with the laws of the State of Washington. Any controversy or claim arising out of or relating to this account shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Seattle, Washington, and any questions of law shall be decided in accordance with the laws of the State of Washington. The arbitrator shall be directed to award DII reasonable arbitration administrative, arbitrator and attorney fees, including attorney fees necessary to confirm the award in a court of law. DII shall be entitled to collection charges and attorney fees whether or not an arbitration or judicial action is commenced for whatever reason, both at trial and on appeal. Firm also agree to the following sales conditions:

**FREIGHT:**

When materials are sold F.O.B shipping point of F.O.B. shipping point freight allowed, our responsibility for loss or damage in transit terminates upon acceptance of material by the carrier. When sold F.O.B. destination, our responsibility for loss or damage terminates upon tender of delivery by the carrier. Upon receipt of shipments it shall be the buyer's responsibility to inspect materials and secure written acknowledgment from delivering carrier for any loss or damage. Claims for shortages other than loss in transit must be made to us in writing within thirty (30) days after receipt of shipment.

**RETURNED GOODS:**

No material can be returned without authorization from us. Standard items normally carried in our stock, returned in a new condition, will be credited, less an amount to cover our standard handling costs (per terms and conditions at the time of return). Merchandise reduced for quick sale and/or custom items may not be returned. The undisputed portion of the invoice is still due within invoice terms.

**SHIPPING DELAYS**

We will not be responsible for delays in making shipments or deliveries caused by labor conditions, raw material shortages, carrier delays, acts of God, fire, the elements, accidents, embargoes, war, insurrection, riot, government regulations, or other causes beyond our control, and in no event will we be responsible for consequential damages incurred by reason of delay.

_____	<b>X</b>
DATE	SIGNATURE
_____	_____
SALES REPRESENTATIVE	PLEASE PRINT NAME OF OFFICER, OWNER, OR PARTNER
_____	_____
	TITLE

**GUARANTEE:**

I, \_\_\_\_\_, an individual, hereby guarantee the performance of the above Agreement between \_\_\_\_\_ and Design Imports India, and guarantee the prompt payment of all monies due between the parties. I also agree to be joined in any arbitration or judicial action in the above-named venue and jurisdiction concerning the above Agreement and this Guarantee. This guarantee may be revoked in writing and sent by certified mail to Design Imports India, however, such revocation will not affect the account balance or amounts due prior to receipt and acceptance of the written notice.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PLEASE PRINT NAME

\_\_\_\_\_  
DATE