

INCOMPLETE APPLICATION WILL DELAY PROCESSING

Herman Pearl company

DESIGN IMPORTS, Bucky, European Soap, Hadley Wren, RSVP International



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

P.O. Box 58410
Seattle, WA 98138

Tel: 425-970-6448

Fax: 206-575-6287

ar@andoverbrands.com

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: _____ TAX ID: _____ State Resale Number _____

DUNS# _____ YEARS IN BUSINESS _____

ACCOUNT PAYABLE CONTACT:

Name _____ E-mail _____

Phone Number _____

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

#1 _____	#2 _____
NAME AND TITLE _____	NAME AND TITLE _____
HOME ADDRESS _____	HOME ADDRESS _____
CITY, STATE, ZIP _____	CITY, STATE, ZIP _____
HOME PHONE NUMBER _____	HOME PHONE NUMBER _____

BANKING:

NAME OF ACCOUNT HOLDER _____

BANK NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

ACCOUNT NUMBER _____ BANK OFFICER _____ PHONE NUMBER _____

RECENT TRADE REFERENCES: (Preferable other distributors/manufactures)

	NAME	ADDRESS	FAX Number	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.

DATE	<u>X</u> 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