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Credit Application

WASHINGTON STATE BUSINESSES MUST PROVIDE A COPY OF YOUR RESELLERS PERMIT

Name of Business/DBA: _____

Type of Business: _____ Corporation Partnership Sole Owner LLC

Billing Address: _____ Shipping Address: _____

City: _____ State: _____ Zip: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Cell: _____

Website: _____ Email: _____

CORPORATE OFFICERS, PARTNERS OR OWNERS

First Name: _____ MI: _____ Last Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

First Name: _____ MI: _____ Last Name: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

FINANCIAL INFORMATION

Name of Bank: _____ Account #: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Credit Line Requested: _____ Years In Business: _____ In Present Location: _____

A/P Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

TRADE REFERENCES (LIST 3 ACTIVE MERCHANDISE VENDORS)

Vendor: _____

Contact Name: _____ Email: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Vendor: _____

Contact Name: _____ Email: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Vendor: _____

Contact Name: _____ Email: _____

Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

The undersigned (Applicant) hereby make this Credit Application to Accoutrements LLC, and in making this application the Applicant agrees to be bound by all of the terms and conditions contained in this application, any documents referenced by this application or any supplements to this application. Applicant certifies that all information contained herein is true and correct. Applicant grants permission to Accoutrements LLC to obtain independent credit reports and other information from its references and bank, and authorizes the credit references and bank references to release information to Accoutrements LLC that may be used to determine credit worthiness. As a result of this application or otherwise, should credit availability be granted by Accoutrements LLC to the applicant, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of Accoutrements LLC. Accoutrements LLC may terminate any credit availability at any time within its sole discretion. Applicant agrees to pay for all charges in connection with the purchase of goods and/or services from Accoutrements LLC according to terms of Accoutrements LLC which may be listed on invoices or otherwise, and agrees that overdue accounts may be subject to monthly service charges of 2% per month. Additionally, Applicant agrees to be liable for all internal and external collection costs and attorneys fees in connection with any delinquency placed for collection by Accoutrements LLC. The laws of the State of Washington shall govern all contracts entered into between Applicant and Accoutrements LLC and all disputes may be resolved within the Courts within the State of Washington. The persons signing this application certify that all of the information contained in this application and any attachment or amendment is true, correct and complete to the best of their information, knowledge and belief.

The undersigned is either a sole proprietor, or in a partnership in connection with the extension to the applicant, or one of the principal stockholders of the corporation. I give permission to Accoutrements LLC to obtain and utilize a credit report to determine creditworthiness.

Signature: _____ Date: _____

Print Name: _____ Title: _____

These are the Terms and Conditions of sale for Accoutrements LLC and each of its divisions ("Seller"). There are no other terms of sale unless Seller agrees in writing to different terms with you the "Purchaser" of the Sellers products.

1. ACCEPTANCE OF ORDERS - Acceptance by Seller of Purchasers order, with or without purchase order, is expressly conditioned upon Purchasers assent to these Terms and Conditions. Purchaser will be deemed to have assented to such Terms and Conditions unless Seller receives written notice of any objections prior to any delivery or other performance by Seller of Purchasers order. Seller expressly rejects and objects to all new, different or additional terms of sale submitted by Purchaser. Seller also reserves the right to select its own customers and the right to reject any order.
2. PRICES - All prices are subject to change without notice. Unless otherwise specified, orders will be shipped and invoiced at the price in effect at the time of shipment. Any tax or other charge on the production, sale or shipment of the products imposed by federal, state, or local governmental authorities will be added to the price to be paid by Purchaser.
3. TERMS OF PAYMENT - Subject to the approval of Sellers credit department, terms of payment are net 30 days from the date of invoice. Purchaser is also responsible for amounts due under No.10 below. A monthly late charge of 2% may be added to accounts 30 days past due.
4. DELIVERY - All product sales are F.O.B. Sellers place of shipment. Seller shall have no liability for delays, damage or delivery failures occurring after the product is delivered to the carrier. Product shortages and visibly damaged or defective products must be reported to Seller upon receipt of delivery.
5. TITLE AND RISK OF LOSS, SECURITY INTEREST - Title to and all risk of loss or damage to the products vest in Purchaser at the time Seller delivers the products to the carrier regardless of any shipping and insurance arrangements made by Seller on Purchasers behalf. However, Seller reserves, until full payment is received, a purchase money security interest in each product delivered.
6. RETURNS - No request for returns based on damaged or defective products will be approved unless received within the time periods set forth in No. 4 and No. 7; where Seller determines, in its sole discretion, to accept returns for the convenience of Purchaser, the products are to be returned to the point of shipment, at the Purchasers expense, properly packed and in resalable condition. Seller will issue a credit for the quantity of product received at Sellers shipping point in resalable condition, as determined by Seller in its reasonable discretion, less 15% of the original purchase price for handling and reconditions: or, if greater, the actual charges incurred.
7. WARRANT SPECIFICATIONS - seller disclaims all representations and warranties of any kind, express or implied, in fact or in law, including without limitation, the implied warranty of merchantability and implied warranty of fitness for a particular purpose.
8. NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES - seller shall not be liable for any consequential or special damages based on negligence, strict liability, or any other theory, for failure to perform its obligations under this agreement. Additionally, consequential and special damages shall not be recoverable even if the repair, replacement or refund remedy for seller's breach of its limited warranty fails of its essential purpose or for any other reason.
9. FORCE MAJEURE - Seller shall not be liable, nor deemed in default hereunder, for any failure or delay in delivering the products or in the performance of its other obligations to Purchaser hereunder, caused by or arising out of: (a) compliance in good faith with any applicable foreign or domestic governmental regulation or order of whatever nature and whether foreign, federal, state or local; (b) all acts of God (such as, but not limited to, floods, fires, or tornadoes); (c) strikes and other labor trouble; (d) delays or nonperformance by suppliers (or other third parties) or raw materials; power or other needed supplies or services; (e) delays or nonperformance by transporting carriers: and/or (f) any other cause, contingency, or circumstance not subject to the reasonable control of Seller affecting the performance of Sellers obligations hereunder. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstances affecting its performance obligations.
10. DEFAULT - In the event of Purchasers default, Purchaser agrees to pay all costs and expenses, including reasonable attorney fee, incurred by Seller whether involving collecting payments due or otherwise enforcing their terms. Purchaser also agrees to pay Seller simple interest on unpaid amounts from due date at the lesser of 2% per month or the highest lawful rate.
11. SEVERABILITY - If any of these provisions are determined to be invalid, illegal, or unenforceable, the validity, legality of enforceability of the remainder of these terms shall be unaffected. Also there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.
12. MODIFICATION OR TERMINATION - No terms or conditions of purchase order different from the terms of the Seller will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by the Seller. Purchaser's orders shall be deemed to incorporate the terms and conditions of this document. In no event shall preprinted terms and conditions be deemed to incorporate the terms and conditions of this document. In no event shall reprinted terms and conditions on a Purchasers documents, such as purchase orders, confirmations, acceptances, etc. modify or add to the terms of any order.
13. GOVERNING LAW; JURISDICTION - This agreement is to be governed by, and interpreted according to, the internal laws of the State of Washington. The parties consent to the jurisdiction of the state and federal courts of Washington and the effectiveness of service of process by certified United States mail.
14. ©Accoutrements- The Purchaser shall not use the name, trademarks, trade names, logos, photos or images (digital or otherwise) without the express written consent of the Seller.