



Fax: (314) 567-7334

Credit Application

The undersigned company is applying for credit with and guarantees payment by the standard terms and conditions provided by Clamps Unlimited.

Credit Applicant _____ **Dun & Bradstreet Number:** _____

Company Name (Guarantor) : _____

DBA (if different) : _____

Contact Person : _____

Address : _____

Phone : _____ **Fax :** _____

Federal tax ID: _____

Ship-To Company Name: _____

Ship-To Address: _____ **Country:** _____ **Postal Code:** _____

Ship-To Contact Name: _____ **Ship-To Phone Number:** _____

Ship-To E-Mail Address: _____ **Ship-To Fax Number:** _____

Amount of credit requested for all ship-to-locations: \$ _____ **U.S. Dollars**

BILL TO INFORMATION:

INVOICES TO BE SENT TO:

Is your business a: CORPORATION PARTNERSHIP

State of incorporation: _____

Names, titles, and addresses of your three chief corporate officers

Are sales tax exempt for this ship to location? Yes No

If yes, please provide tax exempt letter.

TRADE REFERENCES

Reference #1

Name

Address

Phone

Reference #2

Name

Address

Phone

Reference #3

Name

Address

Phone

BANK REFERENCES

(Account from which all payables will be made)

Bank#1

Account #

Phone

Contact person

Name of bank

Address

Bank#2

Account #

Phone

Contact person

Name of bank

Address

TERMS AND CONDITIONS OF SALE

1. **APPLICABLE LAW - DEFINITIONS.** The definition of terms, interpretation of these Standard Terms and Conditions of Purchase and the rights of parties hereunder are governed by the laws of Missouri, including the Uniform Commercial Code. Should legal action become necessary to effect collection, the applicant agrees that jurisdiction is in Missouri and venue is in St. Louis County.
2. **Terms of Sale:** For accounts with credit approved by Clamps Unlimited. Net 30 days from date of invoice. Invoices for freight charges are payable upon receipt. Interest: 1 ½% per month interest charged on past due accounts (18% per annum). All invoices due are payable in U.S. Funds only. NOTE: Terms are from date of invoice (shipping date), not from receipt of goods. For accounts without approved credit: COD or company check with order or Irrevocable letter of credit or bank cashier's check with order.
3. **Acceptance of Purchase Orders:** Orders to buy Clamps Unlimited products will be deemed accepted at Clamps Unlimited's principal office in St. Louis County, Missouri. The terms of all agreements and contracts, and disputes regarding Clamps Unlimited's products shall be governed by Missouri law.
4. **Taxes:** Payment of any taxes not collected by Clamps Unlimited is responsibility of the buyer.
5. **F.O.B.:** Shipping Point, St. Louis, Missouri U.S.A., freight collect. Shortages or damages to shipments while in transit are the responsibility of the carrier.
6. **Delivery:** Shipping at Clamps Unlimited convenience in single lot or several lots. Specified delivery dates are subject to Clamps Unlimited approval.
7. **Returned Goods and Cancellation of Orders:** No merchandise may be returned without prior authorization and returns are subject to Clamps Unlimited inspection. All authorized returns must be shipped freight prepaid and are subject to a restocking charge of 15-20% depending on the condition of the goods, plus any charges for expenses incurred by Clamps Unlimited in connection with the returned merchandise. Stock orders may be cancelled prior to shipment and are subject to production and labor expenses and any cancellation fee. Special ordered or fabricated items may not be returned for credit or refund. Credit will be issued for future purchases only – no cash refunds.
8. **Small Order Charge:** A \$10.00 net charge will be added to all invoices having a net value of less than \$50.00.
9. **Warranty:** Warranty does not apply to goods improperly installed, damaged in transit, by misuse, neglect or accident, improperly maintained, or goods repaired or modified without prior written approval from Clamps Unlimited **ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.**
10. **Indemnity:** It is fully understood and agreed that upon approval of this application or reapplication and in consideration of credit being extended, the undersigned Principal(s) will unconditionally, individually, and jointly and severally guarantee full payment of the purchase price of goods and merchandise so delivered. It is further understood and agreed that the purchaser will pay, to the extent permitted under applicable law, all reasonable attorney fees and court costs incurred by Clamps Unlimited in connection with any collection action. This guarantee is considered continuous and can only be waived by written consent of Clamps Unlimited.
11. **Liability:** CLAMPS UNLIMITED ASSUMES NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY WARRANTY, EXPRESS OR IMPLIED, OR OTHERWISE AND ALL SUCH LIABILITY IS EXPRESSLY EXCLUDED. Clamps Unlimited sole obligation for any of its products which may prove to be defective, shall be to issue credit for, or to replace such products. Total liability of Clamps Unlimited shall not exceed purchase price. No allowance shall be made for any labor, charges of buyer for replacement of products, downtime, or loss of profits or penalties arising from the use of, or inability to use Clamps Unlimited products.
12. Applicant agrees to comply with invoice terms of sale. In the event of delinquency of any account, applicant agrees to pay all collection costs, attorney's fees and court cost incurred in the collection of said account. Regardless of whether judicial action is undertaken. Past due amounts will bear interest at Maximum rate permissible by law.
13. Clamps Unlimited reserves the right to require an updated credit application at any time and to review and revise your firm's creditworthiness. Should a credit availability be granted by Clamps Unlimited all decisions with respect to the extension or continuation shall be at the sole discretion of Clamps Unlimited and may terminate any credit availability at it's sole discretion.
14. **TERMS AND CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.**

Certification: I/We certify that all information on this application is correct and agree to the terms and conditions of sale.

Applicant's Signature _____

Print Name _____ Title _____

Company Name _____

Release for Basic Information from Applicant Bank to Determine Credit Worthiness

As an officer of the below mentioned company, I approve the release of basic information such as balance histories (High, Low and Average Balances) that would be used in determining credit worthiness.

Please note that an owner or officer of the company may only sign this form.

Officer's Signature _____

Print Name _____

Title _____

Company Name _____

Date _____

The signature above is the Applicant's Agreement to have Clamps Unlimited reserve the right to information from the Applicant's Bank in order to further review firm's creditworthiness.

Release of Credit Information: I hereby authorize the release of appropriate information to Clamps Unlimited which will be held in confidence, necessary for credit approval and that an authorized officer, owner, partner or representative has signed this application.

I have read and agree to all of the terms and conditions.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____