



**CUSTOMER CREDIT APPLICATION**

---PLEASE COMPLETE THIS APPLICATION IN ITS ENTIRETY---

**BUSINESS INFORMATION**

Legal Business Name: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Billing Address: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Facsimile: \_\_\_\_\_ Web Site: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Years in Business: \_\_\_\_\_

No. of Employees: \_\_\_\_\_ Own/Lease: \_\_\_\_\_

Amount of Credit Desired: \_\_\_\_\_ Credit Needed By: \_\_\_\_\_

**OWNERSHIP INFORMATION**

Business Type: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

Federal ID Number: \_\_\_\_\_ Dunn & Bradstreet No: \_\_\_\_\_

President/CEO \_\_\_\_\_ Ownership %: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

SSN: \_\_\_\_\_ CDL: \_\_\_\_\_

*LIST ALL STOCKHOLDERS WITH AN OWNERSHIP OF 10% OR MORE. LIST ADDITIONAL STOCKHOLDERS ON AN ATTACHED SHEET*

Stockholder: \_\_\_\_\_ Ownership %: \_\_\_\_\_

Stockholder: \_\_\_\_\_ Ownership %: \_\_\_\_\_

Stockholder: \_\_\_\_\_ Ownership %: \_\_\_\_\_

**BANKING REFERENCES**

Principal Bank: \_\_\_\_\_

Branch: \_\_\_\_\_ Checking Account No: \_\_\_\_\_

Branch Address: \_\_\_\_\_

Bank Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**TRADE REFERENCES (Please provide 3 references)**

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Vendor: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

**CUSTOMER CREDIT APPLICATION *continued***

**FABRICMATE SYSTEMS - CUSTOMER CREDIT APPLICATION - TERMS AND CONDITIONS**  
**All Sales are Subject to the Following:**

1. **TERMS:** 2% 10 Net 30 days - Strict. A finance charge of 1.50% per month, which is an annual percentage rate of 18%, will be charged on all past due accounts. A joint check agreement may be required if purchase exceeds credit limit.
2. **CLAIMS:** Claims for errors or shortages must be made within five (5) days after receipt of shipment. Claims for goods damaged in transit must be filed against the carrier.
3. **RETURNS:** No claim shall be allowed nor credit given for goods returned without Fabricmate Systems' written authority, and, in no case, shall any claim be allowed if made more than thirty (30) days after receipt of merchandise. A 20% restocking fee may apply. Custom orders and cut fabric are not returnable.
4. **WARRANTY:** Fabricmate Systems warrants merchandise shipped to any Customer to be of sellable quality. Fabricmate Systems makes no warranty of any other kind, expressed or implied. No stipulation, agreement or understanding of the Customer shall be valid or enforceable unless in writing by a duly authorized officer of Fabricmate Systems.
5. **FABRICMATE SYSTEMS' LIABILITY:** Liability for loss or damage due to the use of Fabricmate Systems' product is limited to the lesser of the invoice price or the amount actually received by Fabricmate Systems. Fabricmate Systems shall not be liable because of late deliveries or non-deliveries due to fire, inability to acquire raw materials, labor difficulties, or other causes beyond Fabricmate Systems' control and shall continue until such contingency has been remedied.
6. **CANCELLATION:** Custom orders may only be canceled prior to costs incurred by Fabricmate Systems on custom products. Any custom order terminated after costs are incurred by Fabricmate Systems are subject to a termination claim for reasonable and necessary out of pocket costs and expenses not previously paid by Buyer.
7. **RELEASE OF INFORMATION:** Customer hereby authorizes Fabricmate Systems to make any inquiry regarding Customer's credit worthiness and business practices including contacting banks, credit references and credit reporting authorities. Customer also acknowledges that Fabricmate Systems may report payment records to credit reporting authorities. In the event of any incorrect reporting, Fabricmate Systems' sole liability shall be limited to correcting any inaccuracies. Fabricmate Systems shall have absolutely no other liability with respect thereto.
8. **ORDERS:** Customer acknowledges that it may or may not issue signed purchase orders and authorizes Fabricmate Systems to take orders verbally, via telephone, by facsimile or computer transmission and to act upon such orders as if a signed purchase order was issued only with Purchase order number.
9. **WAREHOUSING:** If Customer asks Fabricmate Systems to store goods in Fabricmate Systems' warehouse, Customer agrees to be bound by the terms and conditions of Fabricmate Systems' Blanket Order/Delivery/Warehouse Agreement whether or not signed.
10. **ARTWORK:** Customer represents that any designs, artwork, or other trademarks Customer asks Fabricmate Systems to produce or acquire for Customer or Customer's client is Customer's or Customer's client's property. Any plates, dies or artwork acquired or produced by Fabricmate Systems for Customer which remains unpaid for shall be Fabricmate Systems' property and Customer waives any rights of offset or claims of conversion.
11. **FAILURE TO PAY:** If Customer fails to pay for invoices within the agreed upon terms Customer unconditionally authorizes Fabricmate Systems to 1) delay or withhold shipments of ordered product, 2) scrap or resell ordered product, the proceeds of which shall be used to cover the cost of handling and shall not apply to any portion of the unpaid balance, and 3) The customer agrees that if Fabricmate Systems is to cause plates, dies to be manufactured, all charges incurred therewith shall be forwarded to Fabricmate Systems in advance and held as a deposit which need not be segregated. This deposit shall be first credited towards any outstanding collection fees, then to outstanding interest, then to principal and then to the price Fabricmate Systems incurred for the plates. Customer expressly agrees that the plates will not be delivered to customer unless all indebtedness owed to Fabricmate Systems has been paid in full.
12. **FREIGHT:** While Fabricmate Systems will endeavor to use the least expensive method of freight this may not always be the case. At times, this may conflict with Customer's prior request. Customer agrees to pay all freight incurred by common carrier if these charges were incurred due to customer request for an emergency shipment outside of normal scheduled deliveries.
13. **INDEMNIFICATION:** Customer shall indemnify and hold harmless Fabricmate Systems against all damage resulting from liabilities incurred to any third party as a result of customer's order, including, but not limited to, any and all judgments damages, costs, attorney fees and expenses to Fabricmate Systems resulting from claims which may arise with regard to ownership of trade dress, trademarks, copyright, or other proprietary interests, or if merchandise does not meet performance specifications when drawings, specifications, samples, and/or other written descriptions were provided by or previously approved by Customer, prior to production. In the event of a claim by a third party against Fabricmate Systems as a result of an order, Fabricmate Systems shall have the right, but not the obligation, to tender the defense of such claim to Customer, and Customer agrees to defend Fabricmate Systems in the event of such tender.
14. **INCONSISTENT TERMS AND CONDITIONS:** Any term or condition, either made verbally or which appears on any written document, purchase order or other such instrument, which conflicts with those stated herein shall be void. Where such conflict exists the terms and conditions of this Credit Application shall supersede. If any part of this agreement is determined to be unenforceable the remaining terms and conditions shall continue in full force and effect.

15. APPLICABLE LAW - VENUE: This agreement is entered into at Fabricmate Systems' principal place of business located at Ventura, California. In the event that it shall become necessary for Fabricmate Systems to file legal action to collect any outstanding obligations from the Customer, the venue of said actions shall be with the Ventura County Superior Court. Customer hereby agrees to submit to the jurisdiction in Ventura County, California with respect to any legal proceeding commenced to collect any outstanding obligations from customer. In the event it shall become necessary for Fabricmate Systems to file an action to collect any unpaid obligations, Fabricmate Systems shall be entitled to collect reasonable attorney's fees, collection costs, and court costs. All other disputes between the parties shall be submitted to binding arbitration and a competent arbitration board mutually agreeable to both parties - both parties hereby waive their right to a trial by jury.

16. REPRESENTATIONS: The Customer's authorized representative's signature attests to the financial responsibility for any amounts billed and or inventory being held by Fabricmate Systems in its warehouse and that the information and statements contained in this application are true and complete and are made for the purpose of inducing Fabricmate Systems to sell product to the Customer and to establish an open line of credit. The undersigned further agrees that all sales shall be subject to the terms and conditions, which are set forth in this credit application.

17. PRODUCT IMAGE ADVERTISING: The Customer, on behalf of itself, agrees to allow Fabricmate Systems to use for its marketing and advertising purposes visual images of any products that Fabricmate offers for sale to the Customer for Fabricmate Systems' marketing and advertising purposes. If the Customer is not the legal owner of any portion of the product image, the Customer will notify Fabricmate of this fact in writing before delivery.

18. UPDATES ON WEBSITE: Customer agrees to be bound by all additional terms and conditions set forth on any Fabricmate website, as those terms may change from time to time. By signing this application you agree that you have access to the Internet and the continued ability to access www.fabricmate.com or www.fabricmatestore.com. You hereby represent and agree that you have read the additional terms set forth on the website listed above, and that you agree to be bound by these terms and conditions.

**NOTICE**

**THIS APPLICATION, INCLUDING ASSOCIATED DOCUMENTS, MUST BE COMPLETED IN THEIR ENTIRETY. INCOMPLETE APPLICATIONS WILL BE REJECTED. ALL ACCOUNTS ARE PREPAID UNTIL THIS APPLICATION IS REVIEWED AND APPROVED. THE UNDERSIGNED AFFIRMS THAT THEY ARE AUTHORIZED TO ACT ON BEHALF OF THE APPLICANT.**

**APPLICANT:**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Company use only :

Approved: Yes

Disapproved No

  

Notes: \_\_\_\_\_

Notes: \_\_\_\_\_

Credit Limit Set: \$ \_\_\_\_\_