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APPLICATION FOR OPEN ACCOUNT CREDIT

DATE: \_\_/\_\_/\_\_

Thank you for your interest in applying for credit with Har-Man Importing Corp. In order to process your application as quickly as possible, please be sure to provide ALL the information listed below along with your signed Har-Man Credit Application in order to avoid any possible delays.

1. Provide general information, names of principals of the business and business history.
2. Provide at least three U.S. commercial references from whom you are presently purchasing on open account.
3. Complete the bank reference section and sign the bank authorization form.
4. Sign authorization for Open Account Credit Application.
5. Sign Guaranty.
6. **If your business is in New York State**, provide a copy of your resale certificate.

All information which you supply herein will be held as confidential and will be used only by our credit department.

The time to process this application depends upon how quickly the given references reply.

This application has a total of two additional pages.

**If you wish to have your first order shipped immediately** and not on account credit, please check the appropriate box indicating payment options.

- C.O.D Certified Check/Bank Check/Money Order                       Prepay
- Credit Card: Type: \_\_\_\_\_ CC#: \_\_\_\_\_ Exp: \_\_\_\_\_

*\*If you choose to use a credit card, you must also fill out the credit card authorization form.*

APPLICATION FOR ACCOUNT CREDIT

PLEASE PRINT OR TYPE

General Information:

Name of Business:
Street Address:
City: State: Zip: Country:
Contact Person:
Phone: ( ) (ext.) Fax( )
E-Mail: Web Site:

Principals of Business:

Name Title Social Security Number
1)
2)
3)

Business History:

Length of time in business:

Type of business: Crafts Embroidery Theatrical Jewelry Textile Religious Bridal Internet
Other:

If business is a Corporation, please complete the following:
1) State and year incorporated:
2) Name under which business is incorporated: 3) Federal ID Number

If business is a Proprietorship or Partnership, please list state and year of filing:

Business Associations: Please list 3 firms from whom you are presently buying on open account.

1) Name of Business:
Address:
Telephone #: Fax#: Contact Person:
2) Name of Business:
Address:
Telephone #: Fax#: Contact Person:
3) Name of Business:
Address:
Telephone #: Fax#: Contact Person:

Bank Reference:

Bank Name: Contact Person:
Address:
Telephone #: Fax #: Account #:

I hereby authorize (Bank Name) to supply Har-Man Importing Corp with the required credit and background information necessary for them to make a determination for opening account credit.
Print Name Signature

## Har-Man Terms and Conditions

**General Provisions:** These terms shall be construed and governed by and under the laws of the State of New York. Buyer waives trial by jury in any litigation arising from or relating to these terms and consents to and confers personal jurisdiction on the state and federal courts located within the State of New York in such litigation. Buyer is also responsible for any expenses, including reasonable attorney's fees and/or collection fees that the seller incurs in collecting amounts Buyer owes Seller, in enforcing Seller's rights against Buyer, or in defending against litigation brought by Buyer. These terms shall inure to benefit of and be binding upon Seller's and Buyer's respective successors and assigns.

Buyer agrees to immediately examine product upon receipt of delivery by Seller. Buyer agrees that he shall advise Seller of any defective product within 30 days of receipt. Buyer also agrees that they will examine immediately upon receipt and each and all of the Seller's invoices and statements, and that they will advise Seller of any transaction disputes within 10 days in receipt in writing. Failure to notify Seller of any dispute or defective goods shall constitute a complete waiver of any and all such disputes.

Buyer may only return product in original condition and original packaging within thirty days of receipt of goods. Returns are subject to a 20% restocking fee.

**Payment Terms; Credit:** Seller may elect, in its sole discretion, to sell on open account, C.O.D. or C.I.A. Sales on open accounts are net 30 from date of invoice. No discounts may be taken. Seller may, at any time without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Seller determines that information contained in this Credit Application is false or misleading, or if Seller receives other false or misleading credit information from Buyer or any kind or nature, Seller may without further notice cancel any orders in house, or any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full. Har-Man Importing Corp. may, at any time and for any reason, close your account and demand payment in full of said account within two business days of your having received notice of the closing of the account. Acceptance by Seller of less than full payment shall not wave any of Seller's rights, and no claim by Buyer shall extend time for payment. Past due accounts are subject to a service charge of 1½% per month (18% per annum) on balance due. Checks returned from the bank for insufficient funds or stop payment are subject to a fee. By submitting a request for open account, Buyer represents that: (i) the information provided therein is true and accurate, (ii) Seller may rely on such information, and (iii) all credit purchases are for business purposes only.

**Duties and Taxes:** Buyer is responsible for all duties, taxes, customs, charges or other governmental charges imposed by any federal, state or local authority upon the goods or sales transaction.

**Authorization:**

I, as a principal officer of the company, hereby authorize and request Har-Man Importing Corp. to consider my company's application, and authorize my personal and company creditors and business references to provide information to Har-Man Importing Corp. in conjunction with this application.

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Authorized Signature	Print Name	Title	Date (mo/day/yr)
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Authorized Signature	Print Name	Title	Date (mo/day/yr)
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**Guaranty:** That as individuals, and as partners, shareholders, officers, directors, employees, or authorized representatives, we, the undersigned and each of us, in consideration of any and all credit gained by Seller, guaranty prompt payment when due of any and all indebtedness now due or which may hereafter become due from said entity to Seller. This shall be a continuing guaranty and shall not be revocable, except upon actual receipt by Seller of written notice that we, or any of us, revoke said guarantee as to transactions subsequent to the date such notice is received and, in such event, we shall continue to be responsible for any and all transactions which occurred prior to the date Seller actually received said notice. Guarantor agrees to be bound by each and all the terms and conditions set forth in the Credit Application herein.

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Authorized Signature	Print Name	Title	Date (mo/day/yr)
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Authorized Signature	Print Name	Title	Date (mo/day/yr)
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