

**Credit Application
Request Form**



AMAZING MAGNETS®

Form #: _____

5437 E La Palma Ave, Anaheim, CA 92807 Phone# 714-508-9909 Fax# 714-508-9910

Business Name: _____ ("Buyer") Date Established: ____/____/____

President/CEO Name (First and Last): _____ Email: _____

List of Officers/Directors: _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ ZIP: _____ -- _____

Phone: _____ - _____ - _____ ext _____ Fax: _____ - _____ - _____ Email: _____

D&B #: _____ Parent D&B: _____

Previous Amazing Magnets Order #: _____

A/P Contact Name: _____ A/P Contact Phone: _____ - _____ - _____ ext _____

A/P E-mail: _____

Company Structure: _____ Corporation _____ C Corp _____ S Corp _____ LLC _____ Sole Proprietor

If Sole Proprietor or the Company is 100% owned by a sole owner:

SSN/Tax ID: _____ Driver's License No.: _____

Company Web Address: _____

Credit Limit Requested: \$ _____ Ave. Monthly Estimated Order of Magnets: \$ _____

Term Limit Requested : 30 Days Other _____

Bank References (required)

Name of Bank: _____

Bank Account No.: _____ Type (e.g. Checking, Savings, CD, etc.): _____

Bank Account No.: _____ Type (e.g. Checking, Savings, CD, etc.): _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ ZIP: _____ - _____

Phone: _____ - _____ - _____ ext _____ Fax: _____ - _____ - _____ Contact: _____

Two Suppliers (required)

Name of Company: _____ Average Monthly Order: \$ _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ ZIP: _____ - _____

Phone: _____ - _____ - _____ ext _____ Fax: _____ - _____ - _____ Contact: _____

Name of Company: _____ Average Monthly Order: \$ _____

Address Line 1: _____

Address Line 2: _____

City: _____ State: _____ ZIP: _____ - _____

Phone: _____ - _____ - _____ ext _____ Fax: _____ - _____ - _____ Contact: _____

Terms and Conditions Upon Credit Approval

Terms of sale, including terms of payment and charges, for each purchase are agreed to be those specified on the face of each invoice and the Terms And Conditions attached hereto and stated on the Amazing Magnets.com website ("Terms and Conditions") and incorporated herewith. By receipt of Amazing Magnets' invoice, Buyer agrees to all Terms and Conditions stated in the invoice. The Buyer hereby agrees to pay all costs of collection or legal fees should such action be necessary due to non-payment. The above information is willingly supplied and Amazing Magnets is authorized to contact the above bank and trade references in order to establish the creditworthiness of the above named company. If the applicant is not a corporation, Amazing Magnets is authorized to obtain credit reports on the proprietors, partners or principals. Should a credit availability be granted by the creditor, all decisions with respect to the extension or continuation shall be in the sole discretion of Amazing Magnets. Amazing Magnets may terminate any credit availability within its sole discretion.

Disputes: Any dispute or controversy arising from this agreement will be resolved by arbitration by the American Arbitration Association ("AAA") at Orange County, California. The number of arbitrators shall be one. The parties agree the AAA's expedited rules shall apply for disputes under \$10,000 and Buyer waives all right to any hearing requiring witness production. Per expedited rules, the arbitrator shall issue an award based upon the written documentary evidence supplied by the parties. The arbitrator's award shall be binding and final. The prevailing party shall be reimbursed all arbitration expenses, including all attorney's fees and costs. In the event arbitration cannot be permitted, all other disputes shall be set forth in the Terms and Conditions. The parties agree that all disputes that exceed \$10,000, but are less than \$75,000 shall apply AAA Fast Track Rules.

Payment Terms. Payment of the full purchase price for the Products (i.e., the method of payment and due date) shall be due in accordance with the specifications appearing on the face of the invoice. Buyer shall pay any and all shipping, transportation, freight, rigging, delivery and/or drayage costs, as well as any and all other costs associated with the shipping and/or delivery of the Products purchased pursuant to this Agreement. Invoices not paid within **fifteen (15)** days of the due date (according to the specified terms of the invoices) shall be subject to late charges equal to the 1.5% of the amount of the invoices per month, or the highest lawful rate which may be charged to Buyer.

I am legally authorized to access and dispense the above information to Amazing Magnets for the purposes of credit verification. If approved, I agree to make payments within the authorized payment terms. Returned checks will be subject to a \$25.00 service charge. I understand and I will be responsible for all reasonable legal fees and collection charges (including express mail fees, banking fees and collection fees) on delinquent accounts. Accounts which are 60 days delinquent may have credit revoked and all pending orders are subjected to cancellation. Purchase orders paid with credit card will be subject to a 3% service charge.

I have read and understand the above terms and conditions, and hereby agree to them:

Print Name (Authorized Executive): _____

Signature: _____ Title: _____ Date: ____/____/____

For Proprietors, Partners, S-Corporations In The U.S.

I authorize the seller and their assigns to obtain a consumer credit report on my credit history.

Date: ____/____/____ Applicant's Signature: _____

Personal Guarantee

The undersigned, for consideration do hereby individually and personally guarantee the full and prompt payment of all indebtedness heretofore or hereafter incurred by the above business. This guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of the acceptance of this guarantee, extension of credit, modification in terms of payment, and any right or demand to proceed against the principal debtor is hereby waived. This guarantee may only be revoked by written notice which shall be sent to the creditor's credit office by certified mail. Any revocation does not revoke the obligation of the guarantors to provide payment for indebtedness incurred prior to the revocation. I authorize the seller and their assigns to obtain a consumer credit report and to contact my references as necessary. As guarantor, I am also bound by the above arbitration clause.

Guarantor's Name: _____ Signature: _____

Home Address: _____ City/State/Zip _____

Date: ____/____/____ Tax I.D. or S.S. No.: _____

Guarantor's Name: _____ Signature: _____

Home Address: _____ City/State/Zip _____

Date: ____/____/____ Tax I.D. or S.S. No.: _____

For Company Use Only:

AM Credit Rating: _____

Owner's FICO Score (Sole Proprietor): _____

D&B Rating: _____

Credit Provided: \$ _____

Payment Terms Provided: _____ days

Account Number Assigned: _____