



**Credit Application & Agreement**

Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Web Site: \_\_\_\_\_ Email Address: \_\_\_\_\_

Firm is a:                                  Corporation                                  Proprietorship                                  Partnership

Year Established: \_\_\_\_\_ DUNS #: \_\_\_\_\_

Location is a:                                  Branch                                  Division                                  Subsidiary

Parent Company Name: \_\_\_\_\_ Parent Co. Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Type of Account:                  COD/Company                  CheckFloor Plan                  Open Account - Requested Credit Limit: \$ \_\_\_\_\_

Primary Floor Plan Co: \_\_\_\_\_ Account #: \_\_\_\_\_

Secondary Floor Plan Co: \_\_\_\_\_ Account #: \_\_\_\_\_

**Owners, Partners or Officers**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

**Business Bank References**

Name                                  Address                                  Phone                                  Fax                                  Acct #

1. \_\_\_\_\_

2. \_\_\_\_\_

**Trade References**

Name                                  Address                                  Phone                                  Fax                                  Acct #

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Company Information**

Almo's primary contact for sales and marketing communications

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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



**Terms & Conditions**

In exchange for Almo Corporation or one of its subsidiaries ("Almo" or "Seller") extending credit to the above named Applicant ("Customer" or "Buyer"), Customer, with the intent to be legally bound, accepts and agrees to be bound by and comply with all of the following terms and conditions:

**Credit/Payment:**

Seller is authorized to investigate Buyer's credit record and references and to report to responsible persons and bureaus Buyer's performance under this Agreement. Buyer agrees to provide further financial information and documentation as may be required from time to time by Almo. Buyer shall pay the full amount of any invoice on or before the date for payment set forth on such invoice or be subject to finance charges of 18% per annum plus payment of all costs of collection. In the event that any invoice is not paid when due, in addition to payment of finance charges and collection costs, Almo may, at its option, require that all other orders be sent C.O.D. until the account is paid in full, or may suspend further deliveries until the account is paid in full, or may terminate this agreement. Almo may also elect to institute one or more of these remedies if Buyer fails to give reasonable assurances of due performance, or if in Almo's opinion, there is an adverse change in Buyer's financial condition. To qualify for credit lines in excess of \$25,000, financial statements including a balance sheet and statement of earnings must accompany this application. Almo also reserves the right to require Buyer to furnish an irrevocable letter of credit to secure Buyer's payment obligation for purchases exceeding \$25,000 per month. As security for the payment of the entire balance owed by Buyer to Seller, Seller shall retain, and Buyer hereby grants to Seller, a security interest in and to the goods sold to Buyer, together with all proceeds and products of and insurance on such goods. In furtherance thereof, Almo may, in the manner provided by law, retake the goods and in addition thereto pursue any other remedies provided by law, including but not limited to, those remedies set forth in these Terms and Conditions. Buyer will execute and deliver to Seller on demand, and hereby irrevocably appoints Seller (or an officer of Seller) the attorney-in-fact of Buyer (which appointment is agreed to be coupled with an interest) to execute, deliver and file such financing statements and other instruments (including but not limited to Uniform Commercial Code continuation statements) and Buyer shall pay to Seller all costs associated with the foregoing.

**Returned Checks**

\$25.00 charge for any returned unpaid check.

**Sales Tax**

The resale certificate must be submitted for the state in which billing address is located. If an exemption certificate is not available or if the Buyer wishes to pay the sales tax, a statement on the company letterhead advising that the Buyer will pay sales tax, must be provided. If any certificate of Buyer is deemed invalid by any applicable taxing authority, Buyer shall pay all such taxes and any fines, penalties, or costs arising out of such invalid certificate.

**Freight/Shipping**

All orders are shipped FOB Almo's warehouse. Method and route of shipment are at Seller's discretion. Risk of loss or damage to the Products shall pass from Seller to Buyer as soon as the products are packed and ready for delivery to a carrier, and title shall pass to Buyer at that time. All risk of loss or damage in transit shall be borne by Buyer. Delay in delivery or non-delivery of the Products, in whole or part, shall not be a breach of Seller's duty if Seller's performance has been made impracticable: (a) by acts of God or the public enemy, war, insurrections or riots, government priorities, fires, floods, quarantine restrictions, failure of transportation, strikes and labor disputes causing cessation, slowdown or interruption of work involving Seller or any material or component supplier, unavailability of product, or any other contingency beyond the control of Seller, the non-occurrence of which is hereby deemed to be a basic assumption on which the Agreement was made, or (b) by compliance in good faith with any applicable foreign or domestic governmental regulation or order, whether or not it later proves to be valid.

**Returning Product**

Customer must secure a Return Materials Authorization (RMA) before making any return which will remain valid for 30 days from date of issue.

**Defective Product**

- (a) Return for replacement or repair only based on manufacturers' return policies.
- (b) Any product returned with no defect found will be returned to Buyer freight collect with a 15% processing fee.

The remedies of Buyer set forth herein shall be exclusive and the liability of Seller arising out of or in connection with the sale of the products (whether in tort, contract or otherwise) shall be limited to the replacement or repair of the defective product.

**Additional Provisions**

**Additional or Different Terms** – Seller shall not be bound by any printed matter appearing on forms or orders submitted by Buyer which attempts to impose upon Seller terms and conditions which are different from and/or additional to these Terms and Conditions. Any such additional and/or different terms and conditions are deemed to materially alter the Terms and Conditions and are hereby objected to and rejected by Seller. Any such additional and/or different terms and conditions submitted by the Buyer shall constitute proposals for additions to the Agreement and shall not become part of the Agreement unless an authorized representative of Seller consents in writing to such additional and/or different terms and conditions by making specific reference to the additional and/or different terms and conditions.

**WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY** – ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER APPEARING IN THE SELLER'S CATALOG OR ADVERTISING MATERIALS OR ELSEWHERE STATED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. SELLER SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

**Assignment** – Buyer shall not assign any of its rights nor delegate any of its duties or obligations under this Agreement without the prior written approval of Seller. Any such assignment or delegation without Seller's prior written consent shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assigns of Seller and Buyer.

**Waiver** – No course of dealing between Seller and Buyer or delay on the part of Seller in exercising any rights hereunder shall operate as a waiver of any of Seller's rights hereunder. Seller's waiver or acceptance of any breach by Buyer of any provision of the Agreement shall not constitute a waiver of or excuse for nonperformance as to any other provision of the Agreement nor as to any prior or subsequent breach of the same provision.

**Enforceability** – The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other terms or conditions hereof.

**Integration** – This Agreement is intended by the parties as a final expression of their agreement and is also intended as a complete and inclusive statement of the terms of their agreement. This Agreement shall not be altered, modified or changed in any manner except by an instrument in writing signed by a duly authorized representative of Seller.

**Governing Law** – This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania (without regard to its conflict of laws principals), including the Uniform Commercial Code as in force and effect in the Commonwealth of Pennsylvania on the date of Buyer's acceptance of the offer.

The Applicant attests that the information and statements provided in this application are true and complete, and are made for the purpose of inducing Almo Corp. to establish an open account line of credit for Applicant and/or allow Applicant to submit company checks when purchasing on a C.O.D. basis.

The Applicant additionally attests that they have read and understand the "Terms and Conditions" contained on the face and reverse sides of this form, and agree that the "Terms and Conditions" will govern the purchase and delivery of all goods by Almo to Applicant.

In support of this application, Almo is hereby authorized to obtain business and/or personal credit and/or financial information on the Applicant and its principals. It is understood that Almo and its employees will hold any and all information received in strict confidence.

Signature of Principal: \_\_\_\_\_

Title: \_\_\_\_\_

Almo ProAV Sales Rep: \_\_\_\_\_

Date: \_\_\_\_\_