



Credit Application

12802 Leffingwell Ave. Bldg E Santa Fe Springs, CA 90670 Phone: (562) 207-9770 Fax: (562) 207-9780

Full Legal Name:			Phone:		
DBA:			Fax:		
Parent Company / Subsidiary:					
Owner / Principals:					
Business Address:					
City:		St / Province:		Zip / Postal:	
Country:					
Business Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship					
Operation Type: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Distributor <input type="checkbox"/> Broker/wholesaler				Company Type: <input type="checkbox"/> Public <input type="checkbox"/> Private	

Business Credit Information					
Federal Tax ID #:			Year Business Established:		

Accounts Payable Contact:					
Suffix:		First Name:		Last Name:	
Phone:		Fax:			

Bank Information:					
Bank Name:		Account #:		Type:	
Address:		City:		St / Province:	
Phone:		Fax:		Zip / Postal:	
				Contact:	
Bank Name:		Account #:		Type:	
Address:		City:		St / Province:	
Phone:		Fax:		Zip / Postal:	
				Contact:	

Trade References: (Do NOT include Utilities, or Building Lessor)					
Business Name:		Type:		Length of Relationship:	
Address:		City:		St / Province:	
Phone:		Fax:		Zip / Postal:	
				Contact:	
Business Name:		Type:		Length of Relationship:	
Address:		City:		St / Province:	
Phone:		Fax:		Zip / Postal:	
				Contact:	
Business Name:		Type:		Length of Relationship:	
Address:		City:		St / Province:	
Phone:		Fax:		Zip / Postal:	
				Contact:	

By signing, I authorize DNP or its agent to investigate the credit history and financial records pertaining to the above referenced company. I also acknowledge that I have read and agree to the terms and condition set forth.

*** Credit terms cannot be established unless accompanied by a signature**

Printed Name:			Title:		
Authorized Signature:			Date:		
X					

FAX TO: Attn.: Accounting Dept. at (562) 207-9780

DNP International Co., Inc. Terms and Conditions

The Buyer hereby purchases the product(s) from DNP International Co., Inc (The Seller), as referenced on their Purchase order attached hereto ("Purchase Order") and/or the Seller's Sales Order Confirmation, on the Terms and conditions set forth herein.

1. **AGREEMENT:** These Terms and Conditions, the Buyer's Purchase Order and/or the Seller's Purchase Order Confirmation, shall constitute the entire agreement of the parties ("Agreement") as they become effective upon the Buyer's receipt and acceptance of the Product(s) referenced in the Purchase order, the Seller's Purchase Order Confirmation or invoice. The Product(s) shall be deemed accepted if not refused or returned by the Buyer within 10 days of the Buyer's receipt. The Buyer shall conduct any required inspection at its expense and shall return any nonconforming goods to the Seller within said 10-day period at the Buyer's expense and risk.

2. **PAYMENT:** Payment of the Purchase Price is due and payable as set forth on the invoice. Any amounts unpaid and past due will be subject to a service charge on the unpaid balance at an interest rate equal to the lesser of 12% per annum or the maximum allowable interest rate under applicable law. The Buyer shall be responsible and liable for all expenses incurred by the Seller in collection, including reasonable attorney's fees.

3. **PRICE:** All Prices are fixed as of Purchase Order date and/or the Seller's Purchase Order Confirmation date. All prices quoted are exclusive of taxes, fees, levies, duties, handling, and freight charges ("Taxes and Shipping Charges") unless otherwise approved by the Seller.

4. **CREDIT TERMS:** Credit terms are set and monitored by the Seller's credit department. Credit terms and privileges may be terminated by the Seller at any time for any reason without notice. A \$20 service fee will be assessed for any NSF check.

5. **RETURN POLICY:** All "Special order" product(s) must be prepaid before delivery and are non returnable. All returns must first be authorized by the Seller's management. Returned goods must be accompanied by the Seller's Returned Materials Authorization Number (RMA Number), customer name, and the original purchase order number. Returned material must be returned in its original packaging, form and quality. The Buyer assumes all liability for product which is damaged in transit. All Returns received for any reason other than quality, will be subject to a 15% restocking charge. All Repackaging fees are non refundable.

6. **WARRANTIES:** The Seller makes no warranty or guarantee, express or implied, including any warranty as to merchantability or fitness for any purpose or use or otherwise, on the product, or any portion or ingredient thereof. Without limiting the foregoing, the Seller is a distributor/reseller and undertakes no investigation regarding the quality or fitness of the product or any portion or ingredient thereof received from its manufacturers or Third-Party suppliers.

7. **RISK OF LOSS:** Title to the Product and risk of loss passes from the Seller to the Buyer on shipment from the Seller's facility. Regardless of the manner of shipment, loss or damage that occurs during shipping is the Buyer's responsibility.

8. **ASSIGNMENT:** The Buyer shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

9. **LIMITATION OF LIABILITY:** In no event shall the Seller be liable to the Buyer or any Third Party for any special, indirect, incidental or consequential damages in connection with, or as a result of the sales, performance, non-performance, delivery, or non-delivery of the product or any portion or ingredient thereof or for any charges or expenses of any nature incurred without the Seller's written consent (except direct damages as provided herein), and the Buyer indemnifies and holds the Seller harmless from any and all such claims by the Buyer or others. The Buyer's exclusive remedy, and the Seller's entire liability for any claim made by the Buyer or others against the Seller is limited to direct damages not to exceed the purchase price for the portion of the product which caused damages.

10. **DELIVERY DATES:** All delivery dates are approximate and the Seller

shall not be responsible for damages of any kind resulting from any delay. The Seller shall not be liable for any default or delay if caused, directly or indirectly, by the elements, accidents, any governmental action, prohibition or regulation, shortage or inability to obtain or non-arrival or defect of any labor, material, ingredient or product used in the Product, failure of any party or Third Party to perform, or from any other cause whatever beyond the Seller's control, that is, a "Force Majeure Condition" (e.g. acts of God, natural disasters, war, etc.). If a Force Majeure Condition interferes with the Seller's delivery of the Product which would cause the cost of the Product to exceed the Purchase Price, the Seller shall be under no obligation to deliver the Product unless the Buyer agrees to pay such additional costs.

11. **TERMINATION:** The Seller may terminate this agreement if (a) a signed Purchase Order and/or a signed Purchase Order Confirmation are not received by the Seller within 5 working days of the Agreement date; (b) the Buyer is unwilling or unable to accept delivery of the Product(s) on the delivery date and the parties are unable to agree on another delivery date.

12. **CONFLICTING TERMS:** All Purchase Orders accepted by the Buyer shall be subject to the Seller's Terms and Conditions of Sale stated herein and these terms may be changed or amended from time to time by the Seller. Any terms and conditions presented in orders placed by the Buyer which are in conflict with the terms and conditions of this agreement shall be inapplicable to the sale without the express written waiver of the Seller's Terms and Conditions of Sale. Acceptance of an order or shipment of Product(s) itself shall not be or deemed to be acceptance of any conflicting or additional terms and conditions.

13. MISCELLANEOUS

(a) **Enforcement:** The Buyer shall be responsible and liable for all costs incurred by the Seller in enforcing its rights and the Buyer's obligations under this Agreement, including reasonable attorney's fees.

(b) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, legal representatives and permitted assignees.

(c) **Governing Law:** This Agreement shall be governed by and construed under the laws of California, without regard to conflicts of law rules. Any cause of action that may arise in any way under this Agreement shall be brought exclusively in the County of Los Angeles. The parties waive any right to a jury trial.

(d) **Notices:** All notices required to be given shall be in writing and delivered to the address set forth on the Purchase Order by hand or by certified first class mail, postage prepaid, return receipt requested, or by continued fax or e-mail and shall be deemed given upon the date hand delivered or three days after mailing or sent.

(e) **Severability:** The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision which shall remain in full force and effect. If any provision of this Agreement is for any reason held to be invalid or unenforceable, it shall be construed valid and enforceable by limiting it as to time, subject or scope as required under applicable law.

(f) **No Waiver:** All rights and remedies of the Seller shall be deemed cumulative and not exclusive, and the exercise of any such remedy shall not be deemed a waiver of any other right or remedy. No term or condition of this Agreement shall be deemed waived by the Seller, nor shall there be any estoppel against the Seller, except by written consent of the Seller.

(g) **Limitations:** Any suit or other action based on breach of this Agreement or any other claim arising from the Product(s) (other than an action by the Seller for amounts due the Seller) must be commenced within one year from the date of tender for delivery by the Seller.