

**Credit Application Terms & Conditions**

“I, the undersigned, am making an application for credit on behalf of the company set out hereinbefore on page 3, line 1 of this Application. I hereby state that I am an authorized officer and/or director of the corporation and have the authority to bind the corporation in this regard. I am making an application for credit and understand that the terms and conditions, which follow this application, will be binding on the corporation. I hereby declare that the information, which I have provided on the application is true and that any inaccurate information which I have supplied will constitute a fraudulent misrepresentation to Anchor Danly thereby entitling them to seek damages against the corporation if the information proves to be incorrect or false. I have researched the material prior to completing the application and certify that all information contained therein is accurate.”

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(Company Name)

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(Name of individual and position)

1. All amounts as invoiced are due and payable per terms of 1%10, Net 30 days from the date the goods are received by the applicant. All overdue accounts will be subject to a 1% per month interest charge. These terms and conditions supersede any other terms and conditions including those found on any invoice or purchase orders. These terms cannot be varied by any verbal agreement or relationship between the parties so far as they are necessary.
2. Any and all claims pertaining to goods shipped must be made within 30 days after the receipt of goods by notifying Anchor Danly in writing. Immediate notification is required for quality related issues. The written claim must contain full particulars of any issues, and the goods must be returned to an employee or authorized agent of Anchor Danly together with a signed proof of return form (packing slip) in order for any claim to be considered. Anchor Danly will not consider any claim without strict compliance of this term. All authorized returned goods would be subject to a 15% restocking charge if applicable, which will be billed to the applicant after the return of goods.
3. Any checks returned marked non-sufficient funds to Anchor Danly will be subject to a \$25.00 charge. At Anchor Danly’s sole option, any check, which is returned marked NSF by the bank, may be regarded as a triggering act of termination of this agreement on the part of the applicant and will entitle Anchor Danly to immediate payment of the entire balance owing in the applicant’s account to date and any outstanding charges.
4. In the event that the applicant’s credit worthiness adversely changes or no longer satisfies the credit standards of Anchor Danly in whose sole discretion such standards shall be determined, Anchor Danly may unilaterally discontinue or terminate the applicant’s account or reduce the credit limit of the account. The applicant hereby declares that in such an event, it waives any claim for consequential damages which it may have against Anchor Danly for closing, terminating, or lowering the applicant’s credit limit.



*Anchor Danly, LLC.*

5. The applicant, through its representatives, officers, agents, and employees hereby agrees that it will forthwith notify Anchor Danly in writing of any change of address of the corporation or any change in the principles of the corporation within 7 days of any change.
  
6. The applicant hereby agrees and understands that in the event of any default of the terms and conditions of this credit agreement, Anchor Danly may terminate its account without notice and accelerate any and all amounts due to it by the applicant.
  
7. In the event that it becomes necessary to take collections proceedings of any kind against the applicant in order for Anchor Danly to recover any amounts due and owing to it under this agreement or any related actions the applicant agrees that Anchor Danly will be entitled in a court of law to all costs and all amounts it must pay to its lawyers or agents in collecting the amounts owing. For clarity, the applicant agrees to pay the solicitor and client costs of Anchor Danly with respect to any proceeding taken to collect amounts owing on this account.

I, the undersigned, have read and understand all of the above conditions and terms and agree to be bound by them. I have also been given the opportunity to obtain Independent Legal Advice prior to signing this agreement and have either done so, or voluntarily waived the necessity of obtaining such advice since I completely understand all the terms and the consequences of signing this application.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Officer/Principle Name (Please print)

\_\_\_\_\_  
Date (MM/DD/YY)

**PLEASE PROVIDE YOUR STATE SALES TAX EXEMPTION CERTIFICATE**

Registered Business Name \_\_\_\_\_

Other Trade Name \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Ship To Address:** \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Principal(s)/Officer(s)**

Last Name	First Name	Title/Position	% Ownership

**Business Information**

Federal Tax ID #: \_\_\_\_\_ Tax Exemption ID # \_\_\_\_\_ (attach copy)

Year Business Started: \_\_\_\_\_ Year Present Ownership started (if different) \_\_\_\_\_

Type of Business:     Corporation     Partnership     Proprietor  
                                   Public Co.     Private Co.    Total Employees: \_\_\_\_\_

Estimated Net Worth: \$ \_\_\_\_\_ Building (circle one): Owned/Rented

- Are any lawsuits currently pending against you personally or the corporation making this application?  Yes  No
- Have you ever declared bankruptcy in your personal capacity:  Yes  No
- Any judgments filed by creditors:  Yes  No    · A/P Contact \_\_\_\_\_
- Invoices are mailed or e-mailed, please indicate your preference and provide information \_\_\_\_\_

**Bank Reference(s)**

Name of Bank: \_\_\_\_\_ Account# \_\_\_\_\_ Contact: \_\_\_\_\_

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

**Supplier References**

Company Name	Address	City	E-mail or Fax#

I hereby authorize Anchor Danly to obtain credit information from the above financial institution at any time without written or verbal authorization.

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

(MM/DD/YY)

Authorized Officer/Owner Name (please print)

Signature

