

4511 W 99<sup>TH</sup> Street  
Carmel, IN 46032  
Phone: 800-226-4799  
Local: 317-228-1144  
Fax: 317-228-1155  
[www.bell-horn.com](http://www.bell-horn.com)



## Credit Application

### *Company Information*

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

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

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

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

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

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

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Type of Business:     Dealer (Retail)     Distributor

Number of Locations: \_\_\_\_\_ Resale Certificate # \_\_\_\_\_

Firm is:     Proprietorship     Partnership     Corporation    State: \_\_\_\_\_

Date of Incorporation: \_\_\_\_\_ Date Business Started\*: \_\_\_\_\_

\*One year of business minimum to establish initial terms, otherwise prepaid or C.O.D. will be accepted.

### *Proprietors, Partners or Officers*

NAME/TITLE	ADDRESS	CITY/ZIP	HOME PHONE
------------	---------	----------	------------

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

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

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

Accounts Payable Manager: \_\_\_\_\_

***Additional Requirements***

**\*\*\* MUST BE INCLUDED TO PROCESS \*\*\***

1. Current copy of tax exempt form (to be exempt from paying Indiana state sales tax)
2. Must be filled out completely with signature and mailed or faxed to us.

***Terms & Conditions***

All orders and products ordered from Circle City Medical, Inc. dba Bell-Horn by a “Customer” are subject to the following terms and conditions. Placement of any order or acceptance of any products by Customer constitutes acceptance of these Terms and Conditions.

**Warranty**

Bell-Horn warrants all products to be free from defects in materials and workmanship for a period of six (6) months from the date of purchase if used for their intended purpose. Hosiery is guaranteed from defects, but not from snags or runs caused by the consumer. All products can be expected to show normal wear and tear with customary usage over a period of time.

EXCEPT AS EXPRESSLY SET FORTH HEREIN BELL-HORN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED REGARDING ITS PRODUCTS. BELL-HORN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER BELL-HORN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Terms**

Unless otherwise agreed by Bell-Horn in writing, all terms are Net 30 days from the date of shipping. Accounts unpaid after the due date are subject to a 1% (or the maximum allowed by law if lower) monthly finance charge until paid. Delinquent accounts and customers over their assigned credit limit may have orders placed on a credit hold until current and a deposit or prepayment may be required.

**Prices**

All prices are exclusive of State or Federal taxes of any type. Prices are subject to change without notice and all orders are subject to the acceptance of Bell-Horn, Carmel, IN 46032, USA

**Returns & Discrepancies**

No returns shall be made without prior authorization from Bell-Horn for good cause. Customers must notify Bell-Horn within 10 days of receipt of the order of any discrepancies in quantity, sizing, and price. All returns must be received within 30 days of the original invoice date. Returns, other than warranty returns, received after 30 days will be refused. All returns require an authorization number, which can be obtained from a customer service representative. All shipping costs for returns and subsequent reships are the responsibility of customer. Returns shall be subject to a 20% restocking fee. All returns including those of defective items require the original invoice. Each item returned will be inspected. Determination of good cause and replacement or reimbursement is at the discretion of Bell-Horn. Any reimbursement shall be in the form of a credit to the customer account.

**Freight**

All item prices and shipments F.O.B. Indianapolis, IN. A minimum freight charge applies to all orders. All responsibility for shipments passes to Customer upon delivery of the shipment to a common carrier or other carrier if specified by the Customer.

**Intellectual Property**

All intellectual property, including but limited to copyrights, trademarks and trade dress, in Bell-Horn's products or packaging shall remain the property of Bell-Horn. All rights are reserved. No license to use such materials is granted except as those licenses normal and customary in the industry to the distribution, sale or use of such products and packaging.

**Customer Products**

Customer hereby warrants that all custom ordered products and packaging for which Customer provides the specifications, shall and do not violate the rights of any third party. Customer hereby agrees to indemnify and defend Bell-Horn from any third-party claims or allegations regarding custom products.

**Jurisdiction and Disputes**

Customer agrees that any dispute between Customer and Bell-Horn shall be controlled by applicable federal laws and the laws of the state of Indiana. The parties consent to and agree that the exclusive jurisdiction and venue for any such disputes shall be the state and federal courts located in Indianapolis, Indiana. Bell-Horn shall be entitled to recover its attorney's fees and costs in any action or legal proceedings necessary to enforce these terms.

**Amendments and Modifications**

Bell-Horn reserves the right to change these terms at any time without notice. Placement of any order or acceptance of any products shall constitute acceptance of the then-current terms.

These terms shall not be changed by the Customer without an agreement in writing and signed by Bell-Horn. Any terms written on purchase orders, specifications, requests, acceptances or other materials, which purport to change or contradict these terms, shall not apply unless and until Bell-Horn specifically agrees to such terms in writing. The failure of Bell-Horn at any time

