



4920 Carroll Canyon Rd, Suite 200, San Diego, CA 92121  
 Phone: 800.365.8182 Fax: 858.457.0620

## Credit Application for a Business Account

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

|  |                        |   |  |
|--|------------------------|---|--|
| <b>Company Name:</b>   |                        | Trading As:   |  |
| Parent Company Name  |                        | Federal Tax ID #  | Type of Business                               |
| Telephone:   | Fax:                   | E-Mail:   |  |
| Web Address:   |                        | Registered address:                                     |  |
| Business address and P O Box:  |                        |   |  |
| City:  | State/Zip/Postal Code: | State Established In:                                   |  |
| <b>Business and Credit Information</b>   |                        |   |  |
| Date Business Commenced  |                        | How Long at Current Address                             |  |
| Sole Proprietorship _____ Partnership _____ Corporation _____ LLC _____ Other _____ Year Incorporated _____  |                        |   |  |
| Number of Locations  |                        | Number of Employees                                     | Annual Sales                                   |
| Principal Name & Title:<br><small>(If Sole Proprietor/Partnership)</small>   |                        | SS#:<br><small>(If Sole Proprietor/Partnership)</small> |  |
| Principal Name & Title:<br><small>(If Sole Proprietor/Partnership)</small>   |                        | SS#:<br><small>(If Sole Proprietor/Partnership)</small> |  |
| Duns # of Parent Company   |                        | Tax Exemption # (provide copy of resale certificate)    |  |
| Financial Statement Attached _____ or Financial Statement to be mailed _____   |                        |   |  |
| Accounts Payable contact:  |                        | Phone:  | E-mail:  |
| Invoicing Address (P O Box):   |                        | City, State, Zip, Country                               |  |
| Are you a part of Franchise and/or Buying Organization   |                        | If yes –which one                                       | Do you Own ____ Lease _____ the store location |
| <b>Banking Information</b>   |                        |   |  |
| Bank Name:   |                        |   |  |
| Bank Address:  |                        |   |  |
| Contact Name & Title:  |                        |   |  |
| Checking Acct #:   |                        | Phone:  | AP Fax:  |
| Savings Acct #:  |                        | Phone:  | AP Fax:  |
| The applicant hereby authorizes the bank references listed herein to release all information requested. All information will be kept confidential. |                        |   |  |

Thank you for your interest in Infantino products. In order to obtain credit terms, this credit application must be completed and signed. Please include the most recent complete audited financial statements, including income statement. All information provided will be held in the strictest confidence. If you are unable to supply this critical information please contact Infantino, LLC.

Infantino, LLC accepts Visa, MasterCard, and Amex if you prefer to proceed with an immediate order.



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| <b>Company Name:</b>       |                        | <b>Cust ID#</b> |
| City                       | State/Zip/Postal Code: | Country         |
| <b>US Trade References</b> |                        |                 |
| Supplier Name:             |                        |                 |
| Supplier Address:          |                        |                 |
| AP Contact Name & E-mail:  |                        |                 |
| Account #                  | Phone:                 | AP Fax:         |
| Supplier Name:             |                        |                 |
| Supplier Address:          |                        |                 |
| AP Contact Name & E-mail:  |                        |                 |
| Account #                  | Phone:                 | AP Fax:         |
| Supplier Name:             |                        |                 |
| Supplier Address:          |                        |                 |
| AP Contact Name & E-mail:  |                        |                 |
| Account #                  | Phone:                 | AP Fax:         |
| Supplier Name:             |                        |                 |
| Supplier Address:          |                        |                 |
| AP Contact Name & E-mail:  |                        |                 |
| Account #                  | Phone:                 | AP Fax:         |
| Supplier Name:             |                        |                 |
| Supplier Address:          |                        |                 |
| AP Contact Name & E-mail:  |                        |                 |
| Account #                  | Phone:                 | AP Fax:         |

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**Terms and Conditions**

1. **SHIPMENT** – All prices and delivery by Infantino, LLC are FOB Infantino, LLC warehouse in San Diego, CA, unless otherwise specified. Method of shipment is at Infantino, LLC discretion; unless purchaser supplies Infantino, LLC with explicit written instructions minimum 15 days in advance from the ship date. Delivery dates are estimates only and are subject to availability of goods. Infantino, LLC shall have no liability for failure to deliver materials by the estimated delivery dates, nor shall it be responsible for a delay in delivery or non-delivery, which results from or is contributed to, by causes beyond Infantino, LLC control.

2. **ACCEPTANCE OF GOODS BY PURCHASER** -If purchaser accepts the goods; acceptance shall be final and irrevocable. Purchaser’s retention of goods for more than twenty-four hours after delivery to purchaser’s place of business, or designated place of delivery, shall be an irrevocable acceptance by purchaser.

3. **IDENTIFICATION -RISK OR LOSS** -Identification of the goods shall occur at the moment the goods are delivered to any carrier for shipment to purchaser. All risk of loss, title to and damage to goods passes to purchaser upon identification. However, if purchaser has negotiated other terms, which include FOB purchaser’s location, then identification and risk of loss shall occur at the time the goods are tendered for delivery at customer’s location.

4. **FREIGHT, TAXES AND OTHER CHARGES** -All prices are net to Infantino, LLC. Purchaser agrees to pay all additional costs, sales, excise or other taxes, freight, transportation, insurance and all other charges, where applicable. Purchaser may provide tax exemption certificates acceptable to the taxing authorities to Infantino, LLC.

5. **APPLICABLE LAW AND ATTORNEY 'S FEES** -Orders shall be governed by laws adopted by the state of California and in force on the date of this order. Venue for any disputes under this order shall lie in Orange County, California. In connection with any litigation; including arbitration, or any other dispute arising under this order, the prevailing party shall be entitled to recover his/her expenses, including reasonable attorney’s fees and costs.

6. **ARBITRATION OF DISPUTES** -In the event any dispute arises concerning any aspect of any agreements; including payment, either party shall make a written demand for arbitration. Fifteen days from receipt of written demand, each party shall appoint an arbitrator and the two arbitrators shall select a third arbitrator. If the arbitrators cannot agree on a third arbitrator within thirty days; either party may request the selection be made by a judge of a court having jurisdiction. Arbitration will take place in Orange County, California and the California rules of law, as to procedure and evidence, shall apply. A decision agreed to by two of the arbitrators will be binding and either party will have the right to enforce said decision in Orange County, California. Each party to the arbitration will pay the expenses it incurs and share the expense of the arbitrator, equally.

7. **SHIPMENTS OUTSIDE OF THE UNITED STATES** -In the event any dispute arises concerning any aspect of agreements; including payment, and the purchaser is a resident of a country other than the United States of America, such dispute shall be resolved in accordance with the "Arbitration of Disputes" section of this agreement. Arbitration shall take place in Orange County, California, and the procedural and substantive law of California shall apply. Enforcement of the arbitrators' decision shall be in accordance with the Convention of the Recognition and Enforcement of Foreign Arbitral Awards.

8. **WARRANTIES, DISCLAIMERS AND REMEDIES FOR MATERIALS** a. **LIMITED WARRANTIES** –Infantino, LLC warrants that the materials delivered conform, within reasonable tolerance, to the specifications in the order. This warranty gives you specific legal rights and you may have other rights, which vary from state to state. b. **DISCLAIMERS** - INFANTINO, LLC MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST UN-PRODUCTIVITY, LATENT DEFECTS, OR ANY OTHER MATTER, ANY WARRANTIES ARISING UNDER THIS ORDER EXTEND ONLY TO THE ORIGINAL PURCHASER AND NOT TO ANY OTHER PERSON, GROUP OR ENTITY. No affirmation, representation or warranty concerning the materials sold under this order is binding on Infantino; unless specifically included in this order, in writing. c. **PURCHASER 'S OBLIGATIONS** -Within 72 hours from the time of arrival of the materials at the purchaser’s location; purchaser shall examine the materials for defects, and the examination shall include, but not be limited to, quantity and variety. If the purchaser identifies any defect in the materials; purchaser shall notify Infantino, LLC Customer Service Department of the defect by telephone within twenty-four hours of discovery of the defect. Failure to comply with this notice requirement constitutes an absolute waiver of any claim against Infantino, LLC. At Infantino, LLC request, purchaser shall return sufficient samples of the materials to Infantino, LLC. d. **REMEDIES AND LIQUIDATED DAMAGES** -Infantino's obligation under the warranties arising pursuant to this order are limited to and shall be fully discharged by replacing, without cost, if reasonably available, any materials that do not comply with warranties, or at Infantino's option, Infantino may refund the purchaser 's payment for that portion of the order found to be defective. In no event will Infantino be liable for more than the purchase price of the materials; nor shall Infantino be liable for consequential, punitive or incidental damages, except as otherwise required by law. Purchaser recognizes and agrees that this limitation of consequential damages for commercial losses is not unconscionable. e. **RETURN OF MATERIAL** -In no event shall purchaser return materials without obtaining Infantino, LLC prior permission. Any materials returned to Infantino, LLC without Infantino, LLC permission, other than pursuant to warranty claim, shall be subject to a service charge of ten (10%) percent of the invoice price, plus all transportation charges. This agreement is intended as a final expression of the agreement of Infantino, LLC and the purchaser and is a complete and exclusive statement of their terms of the agreement. No oral statements, no course of prior dealing between the parties, and no usage of trade shall be relevant to supplement or explain any term in the order. An order can be modified or rescinded only in writing, signed by all the parties or their duly authorized representative.

9. **WARRANTIES, DISCLAIMERS AND LIMITATION OF REMEDIES AND LIABILITY FOR MANUFACTURED PRODUCTS** a. **LIMITED WARRANTY AND DISCLAIMER** – Infantino, LLC warrants title to the products. Infantino, LLC warrants for a period of six months from the date of purchase by the purchaser that all products manufactured by Infantino, LLC shall be free from defects in material and workmanship. INFANTINO, LLC MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIME OF DELIVERY, OR ANY OTHER MATTER.

b. **LIMITATIONS OF REMEDIES AND LIABILITY** -If any product purchased under this agreement proves defective within SIX MONTHS from the date of receipt by purchaser; purchaser must notify Infantino, LLC in writing of the defect within fourteen days of discovery of the defect and within the six month warranty period and must establish the product has been properly maintained and used. Upon receiving notice and proof of the defect and proof of proper maintenance and use, Infantino, LLC will have the option of repairing or replacing the goods free of charge, FOB Infantino, LLC plant, or alternatively, Infantino, LLC may choose to refund the purchase price. Infantino, LLC obligations under this warranty shall be fully discharged by Infantino, LLC repair, replacement of the goods, or refund of the purchase price of the defective product. In no event will Infantino, LLC liability for any and all losses or damages arising out of any cause whatsoever related to the products sold hereunder exceed the purchase price of the products. All claims related to the goods shall be deemed waived unless made in writing and delivered to Infantino, LLC within the time specified above. If Infantino, LLC does not receive written notice of a claim within the time specified above; Infantino, LLC shall deem any claim an absolute and unconditional waiver by the purchaser, even if the facts relating to such claim have not been discovered.

10. In order to induce Infantino, LLC to accept orders and extend credit, the undersigned hereby personally, jointly and severally guarantees the full and prompt and punctual payment of all purchases. The undersigned waives notice of acceptance of this guarantee of payment for all present and future purchase orders, of any default in payment of such orders, and any proceedings to collect against the Debtor.

By submitting this application, I/We do hereby acknowledge, agree to, and accept the Credit Agreement and Terms of Sale without exception as set forth above in items one through ten inclusive.

Initials of Applicant



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Thank you for your interest in Infantino products.

Please allow a minimum of three to five business days to process your application.

On the basis of the above data, I/we hereby apply to Infantino, LLC for credit accommodations. Should credit availability be granted by Infantino, LLC, all credit shall be extended at the sole discretion of Infantino, LLC and may increase, decrease or terminate at any time within its sole discretion, with or without notice.

If any one or more of the provisions contained in this Application is declared to be invalid, illegal, void or unenforceable in any respect under any applicable law, such provision or provisions shall be severed from all other provisions of this Application and the validity, legality or enforceability of such remaining provisions shall not, in any way, be affected or impaired; provided, however, that the Parties oblige themselves to negotiate in good faith and use their best efforts to replace the invalid, illegal, void or unenforceable provision with a similar clause to achieve, to the extent permitted by law, the purpose or intent of such provision declared invalid, illegal, void or unenforceable.

I/we agree to be bound by the terms and conditions of each order. Payment is expected at Infantino, LLC no later than the due date specified on each invoice. It is understood and agreed that past due balances are subject to late fees at the rate of one and one-half percent (1 ½%) per month or the maximum permitted by law, whichever is greater. If I/we fail to meet the payment obligations as agreed, collection costs including, but not limited to, collection agency and legal fees will be reimbursed to the Infantino LLC. I/we knowingly and intentionally waive the right to a jury trial on any issue or dispute that may arise between the above referenced customer and Infantino, LLC. This agreement shall be subject to the laws of the State of California. Any suits arising from or relating to the terms of this agreement shall only be filed in a court maintaining the proper jurisdiction over Orange County, California.

I hereby affirm that the above information is true and I authorize Infantino, LLC to make inquires to the above references regarding credit worthiness and reliability. This credit application constitutes a binding agreement between Infantino, LLC San Diego, California and the above referenced customer.

\_\_\_\_\_  
Name of the Applicant \* Required \*

\_\_\_\_\_  
Title \* Required \*

\_\_\_\_\_  
Signature \* Required \*

\_\_\_\_\_  
Date \* Required \*

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By submitting this application, Applicant agrees that a facsimile or copy of signature above is as valid as the original.