



A/R Department  
**Customer Credit Application**

Please fax back to (305) 406 2862

Questions 1800-552-6622

<b>Customer warrants that the following information is accurate and complete: (Please attach additional sheets as needed)</b>			
Company Name (Legal Name)	EIN/SSN		
Doing Business As	Tax ID #		
Mailing Address	City	State	Zip
Shipping Address (if different from mailing address)	City	State	Zip
Phone Number	Fax Number		
Contact Person – Position	E-mail Address		

**Business Facts**

Proprietorship	Partnership	Limited Partnership	Corporation
Formed/Incorporated under state laws of:			
Date of incorporation or partnership: _____ Month _____ Year			

**The Customer has a total of \_\_\_ corporate officers, shareholders, partners, general partners or proprietors:** For each such person, please provide the following information: *(Please attach additional sheets as needed)*

Name	Address	Social Security No.
1.		
2.		
3.		
4.		

**Banking**

Name of Account Holder	Account Number	Bank Officer
Bank Name	Phone Number	
Mailing Address	City	State      Zip

**Trade References** *(Please list Miami references first)*

Name	Address	Phone and Fax Number
1.		
2.		
3.		
4.		
5.		
6.		

**PURCHASE AGREEMENT: Please read carefully before signing.**

1. All amounts due to Supplier are payable in full according to the terms stated on each invoice without offset or deduction.
2. If any amount due to Supplier is not paid when due, a finance charge of one and one half percent (1 1/2%) per month of the balance (which finance charge equals eighteen percent (18%) per annum) or the maximum rate allowable by law (whichever rate is less) shall accrue from the due date until paid.
3. Except for express warranties that the Supplier may put in its invoice(s), Supplier makes no warranty about its goods and services; and Customer buys them "as is." In no event shall Supplier be liable for lost profits or consequential damages.
4. To be accepted by Supplier, Customer's purchase order(s) must be confirmed by Supplier's written sales confirmation(s) or invoice(s).
5. All sales to Customer are final. Customer must obtain Supplier's written authorization before returning any goods.
6. All transactions arising under this Agreement shall be governed by the laws of the State of Florida.
7. In the event the account becomes delinquent, Customer shall pay all of Supplier's attorney's fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not.
8. At Supplier's option, any claim or controversy arising out of this Agreement or the breach hereof shall be settled by arbitration according to the general arbitration statute of the State of Florida.
9. This agreement is the entire agreement between the parties concerning Customer's purchases from Supplier; and all prior and contemporaneous agreements are merged herein. All amendments hereto and waivers of any rights hereunder shall be in writing and signed by the parties. All of Customer's purchases from Supplier shall be subject to this Agreement and to the terms of Supplier's invoices, sales confirmations, statements and its other account documents, and subject to the terms of no other form or document. If there is any conflict between the terms of this Agreement, on the one hand, and the terms of Supplier's invoices, sales confirmations, statements or its other account documents, then the terms of this Agreement shall control. Subject to any restriction on transfer, this Agreement shall bind and benefit the heirs, successors and assigns of the parties. If an arbitrator or court with jurisdiction determines that any term of this Agreement is unenforceable, the other terms shall remain in full force and effect. Time is of the essence in performing all of the terms of this Agreement. This Agreement shall be construed according to its fair meaning and not for or against any party.

**Company Name**

**Officer, Owner or Partner's Signature**

**Print Name of Person Signing**

**PERSONAL GUARANTY:**

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

**Please read carefully before signing:**

**(Please attach additional sheets as needed)**

I/We, \_\_\_\_\_ residing at \_\_\_\_\_

For and in consideration of Supplier extending credit at my/our request to Customer of which I/we am/are (Title) \_\_\_\_\_ hereby personally and unconditionally guarantee payment and performance of all obligations of the Customer to Supplier (including, but not limited to, all interest, attorneys fees and charges) and do hereby agree to pay Supplier on demand any sums which may become due Supplier from the Customer, whether or not demand has been made on the Customer; and Supplier may proceed first to enforce its rights against me/us without proceeding with or exhausting any other remedy it may have. This guaranty shall be continuing and irrevocable for such indebtedness of the Customer to Supplier as presently exists or may hereafter accrue. **I/we do hereby waive all surety ship defenses**, including, but not limited to, all notices and demands of any kind, including notice of default or nonpayment or deferred for payment, and I/we do hereby consent to any modification or renewal of the above purchase agreement or any release or modification of security hereunder. I/we authorize Supplier to inquire into and obtain from any bank, lending institution, credit reference or credit reporting agency any and all information relating to my/our creditworthiness or financial condition. Additionally, I/we agree to pay, in the event the account becomes delinquent, Supplier's attorneys fees associated with collection of the account plus all attendant collection costs whether litigation is initiated or not. I/we also agree that the venue of any action against me/us will at the option of Supplier be either in the courts of the state and county where Supplier branch that supplies the customer is located or where the customer's business is located. I/we also agree to be joined as additional parties to any arbitration convened under any arbitration agreement between Customer and Supplier. This guaranty is the entire agreement between the parties concerning the subject matter hereof; and all prior and contemporaneous agreements are merged herein. All amendments hereto and the waiver of any rights granted hereunder shall be in writing, signed by the parties. This guaranty shall be governed by the laws of the state where supplier's branch supplying the Customer is located. Time is of the essence in performing all of the terms of this guaranty. If an arbitrator or court with jurisdiction determines that any term of this guaranty is unenforceable, the other terms shall remain in full force and effect. This guaranty shall bind and benefit the heirs, successors and assigns of the parties. If there is more than one guarantor, their liability shall be joint and several. This guaranty shall be construed according to its fair meaning and not for or against any party.

**Signature of Guarantor(s)**

**Please print/type name**

**Signature of Witness**

**Please print/type name**

**CREDIT DEPARTMENT ONLY**

Account Number \_\_\_\_\_ Account Approved Terms \_\_\_\_\_

Credit Status \_\_\_\_\_ Credit Limit \_\_\_\_\_ Order Size \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_