



OFFICE PRODUCT WAREHOUSE  
WHOLESALE CLUB

450 COOKE ST. HONOLULU, HAWAII 96813 • TELEPHONE 808-524-8770

## COMMERCIAL CREDIT APPLICATION AND CREDIT AGREEMENT

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

Corporation

Partnership

Sole Ownership

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Name of Manager: \_\_\_\_\_

### OWNERS

If Corporation, Officers and Directors are:

President: \_\_\_\_\_ Directors: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

The principal stockholder is: \_\_\_\_\_

State of incorporation is: \_\_\_\_\_

If sole ownership or partnership, owners are: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Business was started under present ownership on \_\_\_\_\_

Have you submitted your financial statement to the Credit Bureau of Hawaii? \_\_\_\_\_

Have you submitted your financial statement to Dun & Bradstreet? \_\_\_\_\_

D & B # \_\_\_\_\_

Submit latest: 1. Balance Sheet 2. Income Statement

Your Bank \_\_\_\_\_ Branch \_\_\_\_\_ Phone Number: \_\_\_\_\_

Bank Officer's Name \_\_\_\_\_ Amt. of Credit \_\_\_\_\_ Avg. Bank Balance \_\_\_\_\_

### TRADE REFERENCES:

	Name	Address	Telephone	Person to Contact	Credit Amt.
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

## Billing Information

Business Name:		
<i>(As it should appear on invoices and billing statements.)</i>		
Primary Billing Point-of-Contact: (searchable by Cashier in order to identify Company.)		
Name:		
Billing Address:		
City:	State:	Zip:
Phone Number:	Purchase Orders required for Transactions? Yes / No	
E-mail Address:	Use E-mail for: Correspondence? Y / N Marketing? Y / N	
Alternate Billing Points-of-Contact: (Non searchable)		
Name:	Phone:	E-mail:

## “Ship-To” Information

If goods are to be delivered to locations other than the billing address please add any additional locations. Ship-to information will appear on any printed invoice identifying the person that purchased the items in either of our store locations, or the point-of-contact for delivery of goods.

If you use or wish to establish an Authorized Buyers listing, please provide “Ship-to” Point-of-Contact information for each Buyer. Fill in the buyer information below or provide a typed listing.

**Please set up an Authorized Buyers list for our Company. YES / NO**

“Ship-To” Point-of-Contact: (non-searchable)		
<b>Name:</b>		
Shipping Address:		
City:	State:	Zip:
<b>Phone Number:</b>	E-mail Address:	
<b>BOLD: Required Information</b>		

<b>"Ship-To" Point-of-Contact: (non-searchable)</b>		
<b>Name:</b>		
Shipping Address:		
City:	State:	Zip:
<b>Phone Number:</b>		E-mail Address:
<b>BOLD: Required Information</b>		

<b>"Ship-To" Point-of-Contact: (non-searchable)</b>		
<b>Name:</b>		
Shipping Address:		
City:	State:	Zip:
<b>Phone Number:</b>		E-mail Address:
<b>BOLD: Required Information</b>		

<b>"Ship-To" Point-of-Contact: (non-searchable)</b>		
<b>Name:</b>		
Shipping Address:		
City:	State:	Zip:
<b>Phone Number:</b>		E-mail Address:
<b>BOLD: Required Information</b>		

**Ohana Card Membership:**

Fisher Hawaii Ohana card – Entitles the user to our Advertised and Unadvertised prices, subject to our published Advertising policy, special, or tailored marketing programs.

**Fisher Hawaii OHANA Card's Customer Privacy Agreement**

We, Fisher Hawaii, respect your privacy and does not sell, rent or relinquish your personal information (i.e., your name, address, telephone number) to non-related companies or entities. We do record information regarding the purchases made with your Fisher Hawaii Ohana Card to send you special offers and may involve personally tailored marketing offers and programs, provided that you give us complete and accurate information on this application. If you DO NOT wish to receive these offers, please check the box below.

- Check this box if you do not wish to receive special offers.
- Check this box if you do not wish to receive personally tailored marketing offers and programs.

**Number of Cards Requested (no fee)** \_\_\_\_\_

Member must notify Fisher Hawaii if card is lost or stolen. There is a \$10.00 fee for replacement.

## CREDIT AGREEMENT

Applicant acknowledges that FISHER HAWAII, INC., (the "SELLER") will rely upon the information set forth herein in extending credit and it therefore agrees that all of the information provided is true, correct and up-to-date. Applicant further agrees that the following terms and conditions shall be binding upon it for each and every transaction between the parties:

1. **PAYMENT TERMS:**
  - a. Applicant agrees to pay in full all unpaid amounts due under any invoice generated hereunder within thirty (30) days from the date of such invoice. Any such invoice not paid in full within thirty (30) days of the invoice date shall be delinquent.
  - b. All delinquent invoices shall be charged simple interest at the rate of 1-1/2% of the unpaid principal balance per month.
2. **CREDIT TERMS:**

Credit shall be extended to BUSINESS CUSTOMERS ONLY. Applicant hereby represents to Seller that it is NOT a consumer (as defined by Chapter 478 of the Hawaii Revised Statutes) and that all merchandise purchased under credit given hereunder (a "credit sale") is NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.
3. **REVOCAION OF CREDIT:**

Seller reserves the right to revoke any credit extended to Applicant at any time if, in Seller's sole discretion, there is a material change in Applicant's financial condition or if Applicant fails to make payment as required hereunder.
4. **COST OF COLLECTION:**

If Seller commences legal action to collect any amounts due or if Seller refers Applicant's account for collection, Applicant agrees to pay an attorney's fee of Twenty-Five Percent (25%) of the principal balance due, plus all court cost incurred.
5. **GOVERNING LAW; MODIFICATIONS:**

This document and all underlying transactions hereunder shall be governed by the laws of the State of Hawaii. No modification or additions hereto shall be binding unless agreed to in writing.
6. **SECURITY INTEREST**

Applicant agrees that Seller shall be entitled to a purchase money security interest in all merchandise sold but not paid for. If requested to by Seller, Applicant agrees to execute and deliver to Seller a financing statement or other instruments necessary to perfect a security interest in the merchandise purchase.

Applicant (Print): \_\_\_\_\_

By (Print): \_\_\_\_\_

Sign / Date \_\_\_\_\_

In consideration of the credit to be extended Applicant from time to time hereunder, each undersigned GUARANTOR, jointly and severally if more than one, unconditionally guarantees payment of all Applicant's obligations to arise under the above Credit Agreement. Extensions of time or other indulgences shall not discharge this guaranty. This guaranty shall continue in full force and effect for the maximum period permitted under law, or until the elapse of 30 days following receipt via registered mail of Guarantor's notice of revocation, provided that all amounts owing by Applicant on the effective date of such notice shall remain subject to this guaranty.

### Approved and Accepted

By: \_\_\_\_\_

\_\_\_\_\_  
GUARANTOR

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

\_\_\_\_\_  
GUARANTOR

\_\_\_\_\_  
DATE