



Application for Credit

LEGAL FIRM NAME: **TRADE STYLE OR DIVISIONS:**

MAILING ADDRESS: **PHONE:**

CITY: **STATE:** **ZIP CODE:** **FAX:**

NAME OF PRESIDENT (CEO); OWNER (SOLE PROPRIETOR); PARTNER: **EMAIL ADDRESS:**

TELL US HOW WE CAN HELP Estimated credit line required \$

TYPE OF BUSINESS: Individual Partnership Corporation Division Wholly-Owned Subsidiary **DATE STARTED:** **YOUR FED. TAX NUMBER:**

PARENT COMPANY (NAME AND ADDRESS):

NAME OF PERSON PAYING BILLS: **TELEPHONE EXT.:** **EMAIL ADDRESS:** **ASI** **YOUR ANNUAL SALES:**

TELL US ABOUT YOUR BUSINESS
 I certify that firm listed above is engaged as registered
 Wholesaler Retailer Manufacturer Other Lessor
 Merchandise purchased by the undersigned from the following state sales tax status
 Sold to the public, on which we collect & remit sales tax Exempt from state sales tax

IN STATE: **STATE ID NUMBER:**

STATE EXEMPTION NUMBER:

TELL US ABOUT YOUR TRADE REFERENCES

NAME:	EMAIL ADDRESS:	PHONE:	FAX:
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The applicant and undersigned agree that in consideration for establishing an account, all charges will be paid in full within terms of sale on individual invoices. In addition, if the account becomes delinquent, the applicant agrees to pay a service charge on the unpaid balance equal to the lesser of 1.5% per month or the maximum rate allowed under applicable law. If the account must be referred to a collection agency, attorney or any other third party, the applicant and the undersigned agree to pay all costs and expenses incurred (including reasonable attorney's fees). Post-audit claims for more than six (6) months will not be accepted and must be repaid.

The above information, as well as that given on the reverse side, is relied upon by the Hub Pen Company, LLC Pen Company, LLC Credit Department for the purpose of obtaining credit and is warranted to be true. We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility. Be assured that Hub Pen Company, LLC Pen Company, LLC will treat all information you provide in a confidential manner and will use it only for the purpose of evaluating your request for credit.

Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with the terms stated thereon and within conditions stated on the reverse. Principal's or Officer's Signature required to attest to above information.

FIRM NAME: **SIGNATURE:** **TITLE:** **DATE:**

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Terms and Conditions

REV. 9/22/2020

- TERMS OF SALE** All shipments are due and payable Net 30 unless otherwise specified on your invoice. Terms shown on invoices supersede any terms shown on your purchase orders or otherwise expressed.
- MAINTENANCE OF CREDIT** Continuation of credit terms is a privilege contingent on your keeping your account current. Should your account become delinquent or your financial status change, we reserve the right to change or withdraw credit terms and/or suspend shipments to you.
- ACCOMMODATIONS** Should it be necessary to prevail upon an outside agency for assistance in collection of an outstanding balance. Hub Pen Company, LLC Pen Company, LLC will be entitled to and expect payment of such fees as part of the outstanding balance.
- SERVICE CHARGE** A service charge may be assessed on past due balances at the rate of the lesser of 1.5% per month or the maximum rate allowed under applicable law.
- CUSTOMER CLAIMS** All deduction claims must accompany invoice payment and be detailed in writing to determine validity of claim. Post-audit claims for more than six (6) months prior will not be investigated or allowed.
- LOST SHIPMENTS** Hub Pen Company, LLC Pen Company, LLC is not liable for shipments damaged or lost in transit. Claims must be filed with the carrier. Even though Hub Pen Company, LLC terms are F.O.B. shipping point, we will file tracers on the customer's behalf, if proof of delivery is requested in writing within 60 days of the invoice date. If the proof of delivery states that the merchandise was received, there will be a \$25 processing fee.
- RETURN POLICY** No returns will be accepted without prior written authorization. Credit will not be issued for returned goods that are: not of current manufacture or design; not in resalable condition; not accompanied by the invoice number or original purchase order by you. Authorization will not be given for returns after sixty days from the date of invoice. In some cases, returns may be subject to handling and/or restocking fees.
- The return number, given by the Customer Service Department, must be clearly visible on the face of the carton. Instructions as to the return destination will be given at the time the return is approved.
- QUALITY GUARANTEE** We guarantee the quality and accuracy of our products. We take responsibility for any errors in the product and design layout. You are responsible only for art that you have supplied and have approved. If we make any changes in your approved copy then we are responsible for correcting that also.

Personal Guarantee Agreement

I/We request Hub Pen Company, LLC, referred to herein as Creditor, to grant credit to , referred to herein as the Debtor, and in consideration of such credit, I agree with the Creditor as follows:

1. I/We guarantee unconditionally and promise to pay Creditor all Debtor's indebtedness to Creditor, without limitation as to amount.
2. The indebtedness shall include only the indebtedness incurred on or after the date of this guarantee.
3. This is a continuing guarantee and until revoked shall cover future indebtedness arising under successive transactions that shall either continue the indebtedness or, from time to time, renew it after it has been satisfied.
4. This agreement shall inure to the benefit of Creditor, its successors and assigns, and shall bind heirs, executors, administrators and assigns.
5. I agree to pay my Creditor reasonable attorney fees and all costs and other expenses incurred by it in collect any indebtedness of debtor hereby guaranteed or in enforcing this guarantee against me/us.
6. This continuing guarantee shall remain in full force until and unless I/we deliver to Creditor, by certified mail, return receipt requested, written notice revoking this guarantee. Such revocation shall not affect any of my/our obligations with respect to such indebtedness incurred prior to revocation.
7. This liability of the undersigned shall not be impaired, altered or otherwise affected by any renewal, modification, compromise or discharge of the indebtedness or any part thereof.
8. Creditor may cease further sales and deliveries at any time, but agree that it will, upon written request, furnish to the undersigned a complete statement of the amount of the indebtedness covered by this guarantee and then paid.
9. This applicant and the undersigned have given the above information to induce you to furnish materials and/or services on credit and represents that said information is accurate and complete.
10. The personal guarantee would not be enforced before an invoice reached 120 days past due.

Please note: The personal guarantee must be provided by both owner and spouse if your company has been in business for less than three full years.

SIGNATURE: DATE: RESIDENT ADDRESS:


PRINT NAME:

SIGNATURE: DATE: RESIDENT ADDRESS:

PRINT NAME:

 **ADDRESS**
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