

CREDIT APPLICATION



APEX COLOR

200 North Lee Street • Jacksonville, Florida 32204-1134
Phone: (904) 358-2928 • (800) 367-6790 • Fax (800) 380-0553

Business Name \_\_\_\_\_

Physical Address \_\_\_\_\_ Mailing Address \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail address \_\_\_\_\_

Type of business: [ ] Proprietorship [ ] Partnership [ ] Corporation Date Established \_\_\_\_\_ EIN# \_\_\_\_\_

List Owners or Officers

Table with 6 columns: Name, Soc. Sec. #, Title, Home Address, Home Phone. Contains 3 rows for listing owners/officers.

Whom do we call to discuss your account: Name \_\_\_\_\_ Phone # \_\_\_\_\_

REFERENCES: (Include other printing companies who supply you on an open account.)

Table with 5 columns: Name, Address, Phone, Fax #, City, State, Zip. Contains 5 rows for listing references.

Bank \_\_\_\_\_ Phone \_\_\_\_\_ Acct. # \_\_\_\_\_ Officer \_\_\_\_\_

Are premises: Owned \_\_\_\_\_ Rented \_\_\_\_\_ Property owner/Agent: \_\_\_\_\_

Credit Limit desired? \_\_\_\_\_ Our Payment Terms: 2% discount if paid within 10 days total balance due in 30 days.

The Customer hereby consents to APEX BUSINESS FORMS contacting the Customer's bank and credit references. Customer agrees that neither Seller nor reference will be liable for any claim for damages as a result of credit information being furnished to Seller. Customer agrees all information is true and accurate. Customer agrees that they are financially able to meet any commitments they make and are expected to pay all invoices according to terms.

NOTICE: TERMS AND CONDITIONS OF SALE ARE SHOWN ABOVE AND ON THE REVERSE SIDE HEREOF, TO WHICH CUSTOMER HEREBY AGREES. IF CREDIT IS NOT WELL ESTABLISHED, A PERSONAL GUARANTY IS REQUIRED.

Dated: \_\_\_\_\_

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

As its: \_\_\_\_\_ Title

Personal Guaranty on Reverse Side

**TERMS AND CONDITIONS OF SALE**

Hereinafter, APEX COLOR is referred to as SELLER. The CUSTOMER, shown on the reverse side hereof, is hereinafter called the CUSTOMER. The SELLER and the CUSTOMER agree as follows:

- 1. CUSTOMER to pay all costs of collection including attorney fees of not less than 25% of the CUSTOMER'S ACCOUNT debt, if account is placed for collection with counsel after default in payment; and a service charge of 1-1/2% per month on CUSTOMER'S past due portion of account.
- 2. CUSTOMER and/or GUARANTOR hereby submits to the jurisdiction of the Courts of Florida, whose laws shall govern this Agreement.
- 3. Venue for any action, by the parties hereto, hereon or in connection herewith shall be in Duval County, Florida for collection or enforcement of SELLER'S remedies against CUSTOMER and/or GUARANTOR and any action the CUSTOMER and/or GUARANTOR have against SELLER.
- 4. Anyone, at the CUSTOMER'S place of business, or where the CUSTOMER is carrying on a business activity, who signs for or accepts the receipt of goods from SELLER at such place, is conclusively presumed to be the agent of the CUSTOMER for the receipt of said goods billed to CUSTOMER. The CUSTOMER'S default in payment of SELLER'S invoice terms or any contract right with CUSTOMER shall accelerate, as being due and payable, all sums owed by CUSTOMER to SELLER without demand. Purchased goods returnable only upon SELLER'S written authorization and may be subject to a reasonable rehandling charge to be determined by SELLER.
- 5. DISCLAIMER: SELLER SHALL NOT BE LIABLE FOR FAILURE OR DELAY IN DELIVERY OCCASIONED BY LABOR DISPUTES, WAR, RIOTS, INSURRECTION, FORCE MAJEURE OR OTHER CAUSES BEYOND SELLER'S CONTROL, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF CONTRACT AS DEFINED IN THE UNIFORM COMMERCIAL CODE. THE GOODS SOLD ARE WARRANTED TO BE MERCHANTABLE, BUT THE SOLE LIABILITY OF THE SELLER IS FOR THE REPLACEMENT OR REFUND OF THE PURCHASE PRICE FOR GOODS WHICH DO NOT CONFORM TO THIS WARRANTY OF MERCHANTABILITY. THERE ARE NO OTHER WARRANTIES. CLAIMS SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING WITHIN TEN DAYS OF DELIVERY.
- 6. This Agreement is not subject to oral cancellation or change. If cancellation or change is claimed, such must be in writing and signed by the parties to be charged, within ten (10) days from the alleged change or cancellation otherwise it is conclusively deemed as waived.
- 7. All notices relative hereto must be in writing with proof of delivery by Registered Mail or certified Mail, Return Receipt Requested and shall not take effect until delivered to SELLER. No notice of SELLER'S acceptance required. Absence of a GUARANTOR hereto does not invalidate this Agreement.
- 8. SELLER retains a Uniform Commercial Code security interest in the goods sold and proceeds therefrom as security for payment of sales price. CUSTOMER hereby authorizes SELLER to sign in CUSTOMER'S behalf a UCC-1 Financing Statement to perfect said security interest.
- 9. Customer agrees to seller's terms of 2% discount if paid within 10 days of date of invoice with net due in 30 days. Prompt pay discounts are not allowed on accounts with balances that exceed 60 days. Seller's policy is to place accounts over 60 days on credit hold and withhold pending or completed orders until past due balances are paid. Seller retains the right to change credit status on accounts with continued collection problems without prior notification.

**PERSONAL GUARANTY**

The term GUARANTOR shall be construed in the singular or plural, as context may require. In consideration of SELLER selling on open account or on any other basis to CUSTOMER, the undersigned, in an individual capacity, does hereby jointly and severally and irrevocably PERSONALLY GUARANTEE, to SELLER, the payment of the account and/or debt of the above CUSTOMER for past, present and future debts to SELLER; and agree to pay all costs of collection, including attorney's fees not less than 25% of the debt owed, if placed with counsel for collection after default. This GUARANTY is not subject to oral modification or cancellation. GUARANTOR hereby adopts herein and agrees and submits GUARANTOR to Paragraphs 2 (jurisdiction), 3 (venue), 6 (no oral change), and 7 (notice) above. Irrespective of any descriptive words to the contrary, in connection with GUARANTOR'S signature, this is a PERSONAL GUARANTY.

Dated: \_\_\_\_\_  
Guarantor - Personal Guaranty

Dated: \_\_\_\_\_  
Guarantor - Personal Guaranty

Dated: \_\_\_\_\_  
Guarantor - Personal Guaranty