



908 E Impala Ave Mesa AZ 85204  
 480-926-9719 Fax (480) 892-7474  
 info@fluorodye.com

**CREDIT APPLICATION AND AGREEMENT**

FROM TIME TO TIME, \_\_\_\_\_ hereinafter referred to as "Buyer", shall be purchasing goods from Fluoro-Dye Products Inc. and is desirous of Fluoro-Dye Products Inc. extending such credit to it. In Consideration of Fluoro-Dye Products Inc. extending such credit to Buyer, Buyer hereby agrees to the following:

1) To pay all sums due Fluoro-Dye Products Inc., when due, in accordance with the invoice dates set forth in the invoices sent to the Buyer upon filling of the Buyer's order(s). If Buyer is in default at any time of any sum due, then all Sums not otherwise due shall, without notice, become immediately due and payable, Thus, for example, if payment is due on March first and on April first, and payment is not made on March first, then the payment that would be otherwise due on April first shall also become immediately due and payable. This provision shall apply equally to any payment due, whether it be an initial or subsequent payment.

**Buyer expressly recognizes and agrees to the within acceleration provision.**

2) If, in the use of its reasonable discretion, Fluoro-Dye Products Inc. determines the need to institute legal action, the Buyer shall pay all costs of collection including, but not limited to, all attorney's fees actually incurred by Fluoro-Dye Products Inc. and which attorney's fees incurred are greater than any court schedules with respect thereto.

3) Nothing contained herein shall be construed so as to obligate Fluoro-Dye Products Inc. to extend credit to Buyer, and the extension of credit by Fluoro-Dye Products Inc. shall be done or not done by Fluoro-Dye Products Inc., on an order by order basis at its sole discretion.

4) Buyer expressly recognizes that the invoices of Fluoro-Dye Products Inc. contain the following legend: "All sales final. No returns will be accepted except defects. After inspection, if found to be defective, they will be replaced. Under no circumstances will cash ever be refunded." Buyer agrees to the foregoing practice on the part of Fluoro-Dye Products Inc., and understands that under no circumstances will cash ever be refunded or Buyer's account credited as a result of defective goods, unless in the exercise of its sole discretion.

5) To whatever extent, if any, the provisions contained herein are at variance from the Uniform Commercial Code, either now or in the future, Buyer expressly agrees that the provisions contained herein shall govern.

BUYER'S ADDRESS \_\_\_\_\_  
 (STREET ADDRESS)

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

MAILING ADDRESS (If different from above) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

**PLEASE LIST TWO COMPANY TRADE REFERENCES:**

NAME \_\_\_\_\_ HOW LONG? YRS \_\_\_ MOS \_\_\_

ADDRESS \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

NAME \_\_\_\_\_ HOW LONG? YRS \_\_\_ MOS \_\_\_

ADDRESS \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

**CREDIT CARD NUMBER (IF PAYING BY CREDIT CARD):**

CREDIT CARD TYPE \_\_\_\_\_ CREDIT CARD NUMBER: \_\_\_\_\_

EXPIRY (MM/YY) \_\_\_\_\_ CVV# \_\_\_\_\_ NAME ON CARD: \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_

**BANKING INFORMATION (IF NOT PAYING BY CREDIT CARD):**

CHECKING ACCOUNT # \_\_\_\_\_ BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_  
CHECKING ACCOUNT # \_\_\_\_\_ BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_  
SAVINGS ACCOUNT # \_\_\_\_\_ BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

WHAT FORM OF ENTITY IS YOUR COMPANY? (CORPORATION, SOLE PROPRIETORSHIP, PARTNERSHIP...)

IF CORPORATION, IS ITS NAME DIFFERENT FROM THE NAME OF THE COMPANY SET FORTH IN THE FIRST LINE OF THIS CREDIT APPLICATION? YES\_\_\_ NO\_\_\_ (IF YES, WHAT IS THE FULL NAME?)

FEDERAL TAX ID# \_\_\_\_\_

IF SOLE PROPRIETORSHIP, WHAT IS THE NAME OF THE SOLE PROPRIETORSHIP? \_\_\_\_\_

WHAT IS THE NAME OF THE OWNER OF THE SOLE PROPRIETORSHIP? \_\_\_\_\_

IF COMPANY IS A PARTNERSHIP, NAMES OF ALL OF THE PARTNERS \_\_\_\_\_

IF A PARTNERSHIP OR SOLE PROPRIETORSHIP, PLEASE LIST SOCIAL SECURITY NUMBER(S) OF INDIVIDUAL PARTNERS \_\_\_\_\_

DOES THE COMPANY HAVE A BUSINESS LICENSE? YES\_\_\_ NO\_\_\_

STATE THE BUSINESS LICENSE NUMBER, CITY, AND COUNTY OF SAID BUSINESS LICENSE, AND THE PRECISE NAME OF THE LICENSEE CONTAINED IN THE BUSINESS LICENSE \_\_\_\_\_

AUTHORIZED BUYERS FOR YOUR ACCOUNT (Please list people authorized to make purchases on your account)

Buyer also understands that this Agreement shall remain in effect and govern any transaction in which **Fluoro-Dye Products Inc.** extends credit to Buyer and that this Agreement shall not be modified or changed in any way unless in writing and signed by the party to be charged.

Buyer also agrees to promptly notify **Fluoro-Dye Products Inc.** of any changes in the information supplied herein and that failure to do so constitutes a material failure of consideration and a default under this Agreement and for which default **Fluoro-Dye Products Inc.** shall be entitled to liquidated damages of \$5,000.00 cumulative to any other damages **Fluoro-Dye Products Inc.** incurs. Buyer agrees that it would be extremely difficult and costly for **Fluoro-Dye Products Inc.** to acquire the information on Buyer contained herein, and that if buyer fails to pay in accordance with the invoice terms, and the information contained herein is incorrect, \$5,000.00 in liquidated damages is reasonable under the circumstances at the time of the entering into this Agreement.

I represent and warrant that I am an officer of the Corporation, or a General Partner, or the Sole Proprietor of the company listed in the first line of this credit application and agreement and/or am an authorized agent of the Corporation, Partnership, or Sole Proprietorship, and have express and specific power to bind the company in accordance with the terms of this credit application and agreement.

Authorized Agent hereby, personally guarantees payment to **Fluoro-Dye Products Inc.** for all amounts due and owing now, and from time to time hereafter.

AUTHORIZED AGENT \_\_\_\_\_ TITLE: \_\_\_\_\_  
(PLEASE PRINT NAME LEGIBLY)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_