



APPLICANT INFORMATION

Firm Name: _____ Years in Business: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Business Phone: _____ Fax: _____

Mobile No: _____ Email: _____

Federal ID/Social Security No: _____ Resale No: _____

Business Entity: Sole Proprietor Partnership Corporation Other _____

Credit Requested: _____ Purchase Order Required? Yes No

Financial Statements Available? Yes No Account Payable Contact: _____

CORPORATION OR PARTNERSHIP

List all principal shareholders or general partners (attached additional page if necessary)

Name of Shareholder/Partner: _____

Residence Address: _____

Social Security No: _____ Driver's License No: _____

Name of Shareholder/Partner: _____

Residence Address: _____

Social Security No: _____ Driver's License No: _____

Name of Shareholder/Partner: _____

Residence Address: _____

Social Security No: _____ Driver's License No: _____

SOLE PROPRIETORSHIP

Name: _____ Social Security No: _____

Home Address: _____ Own Rent

Home Telephone No: _____ Driver's License No: _____

Has any Lien, Judgment, or Lawsuit filed within the last 3 years?

Against Company Yes No Owner Yes No Guarantor Yes No

CREDIT REFERENCES

Bank Reference: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____ Account No: _____

Loan Outstanding? Yes No Savings Account? Yes No

List minimum of 3 active accounts

Trade Reference: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____ Account No: _____

Trade Reference: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____ Account No: _____

Trade Reference: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____ Account No: _____

Trade Reference: _____

Address: _____

Telephone: _____ Fax: _____

Contact: _____ Account No: _____

IF MERCHANDISE IS PURCHASED FOR RESALE, A SIGNED ORIGINAL STATE RESALE CERTIFICATE MUST ACCOMPANY THIS APPLICATION

Applicant hereby acknowledges receipt of a copy of **Gatlin Gloves & Safety** terms and conditions of sales. Every person signing this credit application represents that the information herein is true and correct and that he/she has the authority to enter in agreement on the behalf of the entity seeking credit.

Signature: _____ Date: _____

Print Name: _____ Title: _____

CONTINUING GUARANTEE

In consideration of credit being extended to the above named entity, the undersigned hereby personally and unconditionally guarantees full and prompt payment of any indebtedness incurred by the entity for goods and/or materials provided on open account or otherwise by **Gatlin Gloves & Safety** together with Service Charge thereon and costs of collection thereof, including reasonable attorney fees. The obligations of the guarantors hereunder are joint, continuing, and shall be liable for the debts arising out of this guaranty.

Guarantor Signature: _____ Date: _____

Print Name: _____ SSN: _____

Guarantor Signature: _____ Date: _____

Print Name: _____ SSN: _____

AUTHORIZATION TO OBTAIN A CONSUMER CREDIT REPORT

The undersigned hereby consent(s) **Gatlin Gloves & Safety** to obtain and use of a non-business consumer credit report on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal(s), member(s), partner(s), proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by a credit application. The undersigned hereby authorize(s) **Gatlin Gloves & Safety** to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by the credit application. The undersigned as [an] individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

SSN: _____ SSN: _____

WITHOUT SIGNING AND DATING, THE CREDIT APPLICATION CANNOT BE PROCESSED.

NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

TERMS AND CONDITIONS

Customer requests that **Gatlin Gloves & Safety**, hereinafter know as **Gatlin Gloves**, sells goods on account in consideration of which Customer and **Gatlin Gloves** agree as follows:

CREDIT TERMS

Payment in full is due Net 30 days (upon credit approval) from date of invoice; a discount will be allowed according to the term of your account if all purchases are paid in full Net 10 days from date of invoice. A liquidated damage charge (commonly referred to as Late Charge) of 1½ % per month (18% per annum) or the highest rate provided by the law in the state of California is payable each month on all amount unpaid as of due date. The service charge shall be stated on the invoice and may be revised from time-to-time by **Gatlin Gloves**, and such service charges shall become part of the customer's outstanding balance.

Customer agrees to pay to **Gatlin Gloves** all costs of collection, including reasonable attorney's fee, court cost, sheriff's fee, bond costs and lien costs incurred in collecting all money due to **Gatlin Gloves** from Customer and enforcing any lien rights **Gatlin Gloves** may have.

Gatlin Gloves reserves the right to change credit terms or terms of sale, or change or eliminate any discount upon sending written notice to the Customer and said change shall affect purchases made after the notice of change is sent.

CREDIT POLICY

All accounts must fully comply with **Gatlin Gloves** credit terms in order to remain open and purchase on credit. **Gatlin Gloves** reserves the right to place an account on credit hold if at any time our credit manager determines that an account is not in full compliance with our credit policy.

FREIGHT POLICY

Pre-paid freight does not apply to deviated/special priced orders. A minimum order amount will apply for pre-paid freight, please refer to our Freight Schedule for more details.

SCHEDULING

Shipment will generally be made within 3 working days from order date for products in stock. Special orders products lead time will be quoted at the time of order.

PRICES

Prices in effect at time of shipment will apply. All prices are subject to change without notice.

RETURN

Due to the nature of our business, returns are not allowed except for defective goods. Defective goods must be reported in writing within 3 days of delivery date.

TAXES, LICENSE, DUTIES

Customer is responsible for payment of all taxes including but not limited to sales taxes, stamp charges, licenses, duties and other government levies on the products sold to Customer.

SHIPPERS ACTION

Gatlin Gloves shall not be held responsible for damage to goods as a result of shippers mishandling, error or negligence, where delivery is performed by common carrier or a third party.

SHORTAGES

Shortages and/or shipper discrepancies must be reported to **Gatlin Gloves** within 24 hours after receipt of goods.

WARRANTIES

Gatlin Gloves warrants that all goods at the time of shipment are in good condition and fair quality. Customer failure to inspect the goods and/or report any defects to an authorized representative of **Gatlin Gloves** in writing, within 3 days after receipt shall be deemed acceptance of the goods in their present condition. Customer assumes all risk and responsibility for the use of the goods sold hereunder whether used singly or in combination of other products. No other warranties are made, either expressed or implied.

NONCONFORMING GOODS

Customer may not reject, rescind or cancel an order unless a substantial number of the delivered goods are not according to Customer's specification and cannot be remedied by **Gatlin Gloves** within 90 days of receipt of such nonconforming goods. Customers must specify, in writing, with particularity, the defects or deviations from specifications and the number of units affected.

ACCEPTANCE OF PART

Acceptance of part of any shipped goods in accordance with your specifications shall constitute acceptance of all goods ordered, whether shipped or pending shipment.

NO INSTALLMENT CONTRACT

This agreement shall not be construed as an installment contract merely if the shipment of goods is in separate lots.

FORCES AFFECTING PERFORMANCE

Gatlin Gloves shall not be held liable for any loss or damage suffer by Customer, directly or indirectly as a result of **Gatlin Gloves**'s failure to perform, or delay in performing any obligation under this order where such a failure or delay is caused by labor troubles (including, without limitation, strikes, slow downs, and lockouts), civil disturbance, governmental regulations, interruption of or delay in transportation, products shortages, power failures, accident, or other cause of like beyond **Gatlin Gloves**'s control.

ACCEPTANCE

By submitting a credit application, Customer agrees to be bound by each and every provision of the Terms and Conditions of sales. **Gatlin Gloves** shall not be bound by terms and conditions imposed by Customer's purchase order unless such terms are expressly accepted in writing by **Gatlin Gloves**. Customer acknowledges receipt of a copy of the Terms and Conditions.

Signature: _____

Date: _____