



Credit Application

Name: _____ Date: _____
(Firm or Individual)

Address: _____ Years at this Address _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ (____) _____ Fax: (____) _____

Social Security # _____ Drivers Lic _____
(If individual) (If individual)

Hereby applies for credit in accordance with terms and conditions of:

DM COLOR EXPRESS INC.
P.O. BOX 220
SAN JUAN CAPISTRANO, CA 92693
CREDIT DEPARTMENT
PHONE: 949-496-9356 FAX: 949-496-7056

Please provide the following information. All data given will be held strictly confidential.

CORPORATION PARTNERSHIP SOLE PROPRIETORSHIP YEAR ESTABLISHED _____

Resale No. _____ Accts Payable Mgr. _____

NAMES AND ADDRESSES OF PRINCIPAL OFFICERS:

Phone:

1. _____ (____) _____

2. _____ (____) _____

3. _____ (____) _____

BANK INFORMATION:

Bank _____ Acct#: _____

Address _____ Phone:(____) _____

REFERENCES:

Names and addresses of business credit references:

1. _____ Tel: _____

Fax: _____

2. _____ Tel: _____

Fax: _____

3. _____ Tel: _____

Fax: _____

(Please do not write in boxed area)

Checked by: _____ Approved by _____

Results: _____ Account No. _____

_____ Denied by _____

_____ Date: _____

Sign back side of page and mail original

NOTICE

Terms:

Thirty (30) Days Net. No discounts.

Delivery:

All sales are FOB the Nursery (shipping point) whether loaded on your truck or ours. All sales are final. No return policy.

Damaged Materials:

Credit for damaged materials will be determined if damage is reported within 48 hours of delivery. Due to the sensitive nature of plant materials, the 48-hour damage policy will be strictly enforced.

Service and Restocking Charges:

All amounts due Seller for the purchase price hereunder which are not paid according to the terms of sale herein, shall bear a monthly carrying charge of the rate of one and one half percent (1½ %) per month of 18% per year from the date when payment is due.

Attorney’s Fees and Costs

In the event of any dispute or litigation between the parties subject to this agreement the party prevailing in such dispute or litigation will be entitled to recovery of reasonable costs and attorney’s fees.

Interpretation and Venue:

This Agreement shall be governed and interpreted by the laws of the State of California. It is expressly agreed by and between the parties hereto that this Agreement shall be made in the City of San Juan Capistrano, County of Orange, State of California venue in the event of legal actions.

Authorization and Waiver of Privacy:

In the making of this application of credit, or as needed in updating your existing credit information you are hereby authorizing DM Color Express, Inc. or its agents, to investigate the information you have provided on the application both personal and commercial. Applicant authorizes credit reports to be obtained by DM Color Express, or its agents, in connection with this application for credit.

Attestation:

I have read the foregoing terms and conditions and agree to comply with said terms. I certify under the penalty of perjury that the information contained herein is true and correct.

Date

Applicant’s Signature

Print Name

Executed in City of _____, California