



Fax: (314) 567-7334

Credit Application

The undersigned company is applying for credit with and guarantees payment by the standard terms and conditions provided by Jolly Clamps USA.

Credit Applicant _____ Dun & Bradstreet Number: _____

Company Name (Guarantor) : _____

DBA (if different) : _____

Contact Person : _____

Address : _____

Phone : _____ Fax : _____

Federal tax ID: _____

Ship-To Company Name: _____

Ship-To Address: _____ Country: _____ Postal Code: _____

Ship-To Contact Name: _____ Ship-To Phone Number: _____

Ship-To E-Mail Address: _____ Ship-To Fax Number: _____

Amount of credit requested for all ship-to-locations: \$ _____ U.S. Dollars

BILL TO INFORMATION:

INVOICES TO BE SENT TO:

Is your business a: ☐ CORPORATION ☐ PARTNERSHIP

State of incorporation: _____

Names, titles, and addresses of your three chief corporate officers

Are sales tax exempt for this ship to location? ☐ Yes ☐ No

If yes, please provide tax exempt letter.

TRADE REFERENCES

Reference #1	Name	
	Address	
	Phone	
Reference #2	Name	
	Address	
	Phone	
Reference #3	Name	
	Address	
	Phone	

BANK REFERENCES (Account from which all payables will be made)

Bank#1	Account #	
	Phone	
	Contact person	
	Name of bank	
	Address	
Bank#2	Account #	
	Phone	
	Contact person	
	Name of bank	
	Address	

JOLLY CLAMPS USA TERMS AND CONDITIONS OF SALE

1. **APPLICABLE LAW - DEFINITIONS.** The definition of terms, interpretation of these Standard Terms and Conditions of Purchase and the rights of parties hereunder are governed by the laws of Missouri, including the Uniform Commercial Code. Should legal action become necessary to effect collection, the applicant agrees that jurisdiction is in Missouri and venue is in St. Louis County.
2. **Terms of Sale:** For accounts with credit approved by Jolly Clamps USA: Net 30 days from date of invoice. Invoices for freight charges are payable upon receipt. Interest: 1 ½% per month interest charged on past due accounts (18% per annum). All invoices due are payable in U.S. Funds only. NOTE: Terms are from date of invoice (shipping date), not from receipt of goods. For accounts without approved credit: COD or company check with order or Irrevocable letter of credit or bank cashier's check with order.
3. **Acceptance of Purchase Orders:** Orders to buy Jolly Clamps USA products will be deemed accepted at Jolly Clamps USA' principal office in St. Louis County, Missouri. The terms of all agreements and contracts, and disputes regarding Jolly Clamps USA' products shall be governed by Missouri law.
4. **Taxes:** Payment of any taxes not collected by Jolly Clamps USA is responsibility of the buyer.
5. **F.O.B.:**Shipping Point, St. Louis, Missouri U.S.A., freight collect. Shortages or damages to shipments while in transit are the responsibility of the carrier.
6. **Delivery:** Shipping at Jolly Clamps USA convenience in single lot or several lots. Specified delivery dates are subject to Jolly Clamps USA approval.
7. **Returned Goods and Cancellation of Orders:** No merchandise may be returned without prior authorization from Jolly Clamps USA and returns are subject to Jolly Clamps USA inspection. All authorized returns must be shipped freight prepaid and are subject to a restocking charge of 15-20% depending on the condition of the goods, plus any charges for expenses incurred by Jolly Clamps USA in connection with the returned merchandise. Stock orders may be cancelled prior to shipment and are subject to production and labor expenses and any cancellation fee. Special ordered or fabricated items may not be returned for credit or refund. Credit will be issued for future purchases only – no cash refunds.
8. **Small Order Charge:** A \$10.00 net charge will be added to all invoices having a net value of less than \$50.00.
9. **Warranty:** Warranty does not apply to goods improperly installed, damaged in transit, by misuse, neglect or accident, improperly maintained, or goods repaired or modified without prior written approval from Jolly Clamps USA. **ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.**
10. **Indemnity:** It is fully understood and agreed that upon approval of this application or reapplication and in consideration of credit being extended, the undersigned Principal(s) will unconditionally, individually, and jointly and severally guarantee full payment of the purchase price of goods and merchandise so delivered. It is further understood and agreed that the purchaser will pay, to the extent permitted under applicable law, all reasonable attorney fees and court costs incurred by Jolly Clamps USA in connection with any collection action. This guarantee is considered continuous and can only be waived by written consent of Jolly Clamps USA.
11. **Liability:** JOLLY CLAMPS USA ASSUMES NO LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY WARRANTY, EXPRESS OR IMPLIED, OR OTHERWISE AND ALL SUCH LIABILITY IS EXPRESSLY EXCLUDED. Jolly Clamps USA sole obligation for any of its products which may prove to be defective, shall be to issue credit for, or to replace such products. Total liability of Jolly Clamps USA shall not exceed purchase price. No allowance shall be made for any labor, charges of buyer for replacement of products, downtime, or loss of profits or penalties arising from the use of, or inability to use Purchase Partner products.
12. Applicant agrees to comply with invoice terms of sale. In the event of delinquency of any account, applicant agrees to pay all collection costs, attorney's fees and court cost incurred in the collection of said account. Regardless of whether judicial action is undertaken. Past due amounts will bear interest at Maximum rate permissible by law.
13. Jolly Clamps USA reserves the right to require an updated credit application at any time and to review and revise your firm's creditworthiness. Should a credit availability be granted by Jolly Clamps USA, all decisions with respect to the extension or continuation shall be at the sole discretion of Jolly Clamps USA, and may terminate any credit availability at it's sole discretion.
14. **TERMS AND CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.**

Certification: I/We certify that all information on this application is correct and agree to the terms and conditions of sale.

Applicant's Signature _____

Print Name _____ Title _____

Company Name _____

Release for Basic Information from Applicant Bank to Determine Credit Worthiness

As an officer of the below mentioned company, I approve the release of basic information such as balance histories (High, Low and Average Balances) that would be used in determining credit worthiness.

Please note that an owner or officer of the company may only sign this form.

Officer's Signature _____

Print Name _____

Title _____

Company Name _____

Date _____

The signature above is the Applicant's Agreement to have Jolly Clamps USA reserve the right to information from the Applicant's Bank in order to further review firm's creditworthiness.

Release of Credit Information: I hereby authorize the release of appropriate information to Jolly Clamps USA, which will be held in confidence, necessary for credit approval and that an authorized officer, owner, partner or representative has signed this application.

I have read and agree to all of the terms and conditions.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____