

# LABEL ART OF CALIFORNIA

## Manufacturer of Pressure Sensitive Labels & Tags

290 - 27th Street Oakland, CA 94612 (510) 465-1125 (800) 451-7979 Fax:(510) 465-5454

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### CREDIT ACCOUNT AGREEMENT

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Registered Business Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Legal Identity:  
Proprietorship  
Partnership  
Corporation  
Other (Explain) \_\_\_\_\_

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APPLICANT: Please read the following before completing this form: (1) Applicants represent that the information given in this Application is complete and accurate, and authorize us to check with credit reporting agencies, credit references, and other source in investigating the information given (2) Signator must be an officer of the company or with authority to enter into contractual agreements.

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Principal Owner \ Partner or President: \_\_\_\_\_

Years Business Established: \_\_\_\_\_ Years at Present Location: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Dun & Bradstreet Identification: \_\_\_\_\_ State of Incorporation (if applicable): \_\_\_\_\_ Year of Incorporation: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Subsidiary of (if applicable): \_\_\_\_\_

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**Please provide your credit information and fill out the "Credit Account Agreement Reference" page.**

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**Authorization:** In support of this application, Label Art of California is hereby authorized to check with credit agencies, credit references, and other sources disclosed by the customer in investigating the information given to Label Art.

**Terms:** I/we hereby agree to pay Label Art of California all invoiced amounts rendered on the terms 1% 10 Net 30 days, subject to credit approval. I/we agree to pay finance charges of 1.5% per month (18% per annum) or \$1.00 minimum on any amount unpaid after thirty (30) days from invoice date. All returned checks subject to a \$25.00 fee.

**Conditions:** Prices are valid for 30 days. Customer may be shipped and billed for +/- 10% of order quantity. Standard turnaround time is measured in business days from receipt of artwork, confirmation of order, and receipt of payment (unless credit terms have been established). Customers who have established credit with Label Art may have turnaround time affected if their account is placed on credit hold. If a proof is provided, approval must be made within 24-48 hours to ensure turnaround time may be kept. Late approvals will result in delays to the final ship date. Jobs canceled once an order has been received are subject to be billed for materials ordered and work complete to date.

The following is made in lieu of all warranties, expressed or implied: Seller's only obligation shall be to replace such quantity of the product proved to be defective. Seller must be notified in writing within 30 days if product is proven defective. Seller shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use, or the inability to use the product.

**Acceptance:** Should I/we not pay Label Art of California according to the terms outlined above, it is understood that credit privileges may be withdrawn. Should Label Art of California find it necessary to obtain assistance in collecting any past due balance, I/we agree to pay all reasonable attorney fees, collection agency fees and /or court costs necessary to collect past due amounts.

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Name (Please Print): \_\_\_\_\_ Title : \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date : \_\_\_\_\_

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### CREDIT ACCOUNT AGREEMENT REFERENCE

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Business / Account Name: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

Accounting Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Ext: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

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**References:** List FIVE References: TWO major suppliers & THREE other suppliers you do business with regularly on open account.

Name: \_\_\_\_\_ Terms: \_\_\_\_\_

Address, City, State and Zip: \_\_\_\_\_

**Credit Department** Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Terms: \_\_\_\_\_

Address, City, State and Zip: \_\_\_\_\_

**Credit Department** Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Terms: \_\_\_\_\_

Address, City, State and Zip: \_\_\_\_\_

**Credit Department** Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Terms: \_\_\_\_\_

Address, City, State and Zip: \_\_\_\_\_

**Credit Department** Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Terms: \_\_\_\_\_

Address, City, State and Zip: \_\_\_\_\_

**Credit Department** Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Please be sure to send the "Credit Account Agreement" page with this Reference page.**

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**Personal Guaranty: (To be completed by a duly authorized individual if this Account is for a Corporation in business less than 3 years, a Partnership, a Proprietorship, or a Professional):** In consideration of Label Art of California extending credit to the buyer named at my request and in reliance on this guaranty, the guarantor hereby unconditionally guarantees to Label Art of California the payment of the buyer's Label Art of California account and all indebtedness thereunder and the full, prompt and faithful performance by buyer of all terms, covenants and conditions of the credit agreement. Guarantor hereby waives any notices regarding the credit agreement or this guarantee, and agrees that this guaranty shall be effective so long as the credit agreement and Label art of California account shall be operative.

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Guarantor's Name (Please Print): \_\_\_\_\_ Soc. Sec.# \_\_\_\_\_

Guarantor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Home Address, City, State, Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

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