



Artistic Toy
 1405 S. Albert Street
 Allentown, PA 18103
 (484) 788 – 0888 (Office)
 (484) 664 – 7796 (Fax)
www.artistictoyismfg.com

For Internal Use Only:	Date _____	Date agreement received: _____
Assigned Acct # _____	Sales / Marketing Rep: _____	
Preliminary Credit Availability: \$ _____	Credit Code: _____	

Thank you for your interest in Artistic Toy Manufacturing, Inc. (Artistic Toy). This application/agreement is concurrent with the terms and conditions of Artistic Toy and must be fully completed, signed, and returned before we can consider any credit request for your company. This agreement shall govern all sales to you for Artistic Toy products/services on terms and conditions as set forth by Artistic Toy. No Sales/marketing representatives are authorized to amend or change the terms of sale or other terms and conditions of this agreement. **Please make sure that you have attached a list of at least six trade references.** Thank you for your cooperation and we look forward to serving you.

Legal/Registered Name of Business: _____

DBA (if any) _____ Street Address: _____

State of Incorporation: _____ Years in Business: (____) PO Box: _____ City: _____

State: _____ Zip: _____ Corporation Limited Liability Co Partnership Proprietorship

Holding company Telephone: (____) _____ Fax: (____) _____

E-mail: _____ @ _____ Premises are: Rented Owned

Name of Predecessor Business (if any): _____

Individuals Name (if sole-proprietorship) _____ Address (home) _____

Soc Sec # (kept in security) _____ - _____ - _____ **Accounts Payable Contact:** _____

Dept: _____ Phone: (____) _____ ext: _____ E-mail address: _____ @ _____

Fax: (____) _____ Sales Tax Exemption #: _____ **(Please attach copy of form)**

Is company registered with your Secretary of State? ___ Yes ___ No Federal Tax ID# _____

If yes, give date and state of incorporation ____/____/____ State: _____

Preference to method invoices received: E-Mail Fax U.S. Mail

If e-mail: _____ @ _____ If Fax: (____) _____

Has your company ever been or is now a debtor in a bankruptcy proceeding? _____ **Yes** _____ **No**
 Has any judgment ever been entered against your company? _____ **Yes** _____ **No**
 Are there any legal actions or arbitrations pending against your company at this time? _____ **Yes** _____ **No**

TERMS & CONDITIONS

The Credit Applicant(s) understand and agree (s) to the following terms and conditions:

1. Terms of sale are net 30 days on approved accounts or as agreed in writing
2. A cash deposit or credit card authorization may be requested on incoming work if credit terms are not approved. When a credit card is given as security for obtaining credit availability with Artistic, Toy, Inc applicant (s) agree (s) that the credit card will be used in the event that the account becomes past due. A courtesy call to the client informing them that Artistic, Toy, Inc will be charging all past due balances to the card.
3. All disputes on billing and or product must be reported within 20 days of receipt of the invoice.
4. Late fees will be assessed on all past due amounts at the rate of 18% per annum or the highest rate allowed by law.
5. Any account payments or unapplied cash/credit may be applied to offset late fees on the account, and then applied to the oldest invoice (s).
6. Copies of lost or misplaced invoices may be subject to a \$15.00 replacement fee.
7. NSF checks are subject to a \$40.00 administrative fee or the highest rate allowed by law.
8. Failure to comply with these terms and conditions may result in cancellation of credit privileges without notice.
9. Applicant(s) understand(s) and agree(s) that Applicant(s) shall be responsible for all actual collection fees and costs, all actual litigation costs, and all actual attorney's fee in connection with the collection or litigation of any actual delinquent amount owed by Applicant(s) to Seller, where allowed by law.
10. Both Seller and Applicant(s) expressly agree(s) to submit to personal jurisdiction in Allentown and that the forum for any litigation pursuant to this Agreement or any other contract between Seller and Applicant(s), whether suit is brought by Seller or Applicant(s), shall be the County of Lehigh, State of Pennsylvania. This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania.
11. If Applicant instructs Seller to charge any balance due Seller to any credit card from any credit card service, Applicant agrees to a minimum assessed convenience fee of 3.5%. Credit Cards are not charged convenience fees when full balance due is processed date of shipment
12. Further, in the event there is a dispute, claim, controversy, or disagreement that both Seller and Applicant(s) have earnestly worked to resolve, Seller may at their discretion forego litigation and require that both Seller and Applicants(s) agree to have the matter heard and settled by binding arbitration by the American Arbitration Association under its Commercial rules and such findings and judgment shall be entered into any court having jurisdiction. All communications between Seller and Applicant(s) including any arbitration shall be conducted in the English language and, all actual cost including legal fees, shall be awarded to the prevailing party.
13. Applicant(s) agree to pay for all purchases according to the terms of Seller. No other credit terms or condition of purchase orders different from the terms of the Seller will become part of any sales agreement, purchase orders, or other documents unless specifically approved in writing by Seller.
14. Conditions for freight shall be F.O.B Seller's dock(s) unless otherwise noted and approved in writing by Seller.
15. No items will be accepted for return without prior approval and if applicable, all orders are subject to a restocking fee subject to the discretion of Seller and shall be no less than 15%, if assessed.
16. I/we certify that this information is correct, accurate, and complete and that we are solvent and able to pay for all products and service provided by you to us. I/we understand that Seller will rely on this information for the extension of credit, and that Seller is authorized to run any credit report as may be required to extend credit to Applicant(s).
17. This application must be reviewed and signed in its entirety without changes as such changes could put Seller at risk for violation of anti-trust laws. Any changes must first be reviewed with the Seller.

The Person(s) signing this Agreement certify that they are authorized to sign this agreement and have read and agree to all of the foregoing, and that all of the information contained herein and provided in this application and any attachments is true and correct to the best of their information, knowledge, and belief. The Applicant(s) Company is now and shall remain solvent.

Applicant(s):

By: _____
Name (signature) & Date

Please Print Name Here

By: _____
Name (signature) & Date

Please Print Name Here