

**NEW ACCOUNT / CREDIT APPLICATION FORM**

**ACCOUNT INFORMATION**

BILL TO NAME				DBA	
ADDRESS					
CITY STATE ZIP CODE				WEBSITE	
PHONE NO.			FAX NO.	YEARS IN BUSINESS UNDER CURRENT OWNERSHIP:	
DUNS NO.	CORPORATION/LLC SOLE PROPRIETORSHIP		PARTNERSHIP STATE		FEDERAL TAX ID:
S IP TO NAME (SUPPLY DETAILED LIST IF MORE THAN ONE LOCATION)				D & B NO.:	
S IP TO ADDRESS				NUMBER OF STORES:	
CITY STATE ZIP CODE				EMPLOYEES:	
PHONE NO.			FAX NO.		

**PRINCIPAL/CONTACT INFORMATION**

NAME OF PRINCIPAL/OFFICER	EMAIL ADDRESS	PHONE NO.	FAX NO.
ACCOUNTS PAYABLE CONTACT	TITLE	EMAIL ADDRESS	PHONE NO.

**MAJOR TRADE REFERENCES**

SUPPLIER NAME	ADDRESS	CONTACT NAME	PHONE NO.	FAX NO.

**AUTHORIZATION TO RELEASE BANK INFORMATION**

I authorize the following banks to provide information to BELLA+CANVAS on my accounts. Initial

ACCOUNT NAME	CONTACT NAME	ACCOUNT NO.	PHONE NO.

Please check one:

I have attached a current financial statement and am requesting a credit limit of USD	RATING	
I am willing to pay by credit card for all future orders (Contact your account representative for credit card authorization form.)	BUSINESS DATE	PG
Are any assets of the company pledged as security for debt? YES NO	LIMIT	DATE
FOR OFFICE USE ONLY		

**INVOICE DELIVERY METHOD (Please support our Green Initiative)**

I authorize BELLA+CANVAS to deliver invoices via email to the following email address:

**RESALE CERTIFICATE**

**TO: BELLA+CANVAS**

I hereby certify that I hold a valid RESALE CERTIFICATE #: \_\_\_\_\_ issued pursuant to the state of \_\_\_\_\_'s Sales and Use Tax Laws that I am engaged in the business of selling \_\_\_\_\_ that the tangible personal property described herein which I shall purchase from BELLA+CANVAS be resold by me in the form of tangible personal property . MUST ATTACH COPY OF RESALE CERTIFICATE TO THIS FORM.

NAME OF AUTHORIZED PERSON:

SIGNATURE:

ADDRESS		CITY, STATE, ZIP	
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**TERMS AND CONDITIONS**

We certify that the information above is true and correct. We agree that all accounts are due and payable by the due date at the creditor's address. If not paid within terms, we agree to pay any applicable finance charges, collection fees and legal fees, whether or not suit is filed.

SIGNATURE		TITLE	
NAME		DATE	

**UNCONDITIONAL GUARANTEE**

In order to induce BELLA+CANVAS to sell merchandise and/or services to \_\_\_\_\_ ("Debtor"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby unconditionally and primarily guarantees and promises to pay to BELLA+CANVAS at 6670 Flotilla St, Los Angeles, CA, 90040, its successors and assigns, all obligations and indebtedness now outstanding or incurred by Debtor.

This is a continuing guarantee and shall cover and apply to all obligations of debtor to BELLA+CANVAS including without limitations, all sales of merchandise by BELLA+CANVAS.

The undersigned hereby waives presentment, demand, protest and notices, of every kind and description and all suretyship defenses and defenses in the nature thereof.

The undersigned hereby agrees that it may be joined in any action against the Debtor and the recovery maybe had against the undersigned in any such action or in any independent action against the undersigned without BELLA+CANVAS first pursuing or exhausting any remedy or claim against debtor. The undersigned agrees that it will be conclusively bound by any judgment in any action by BELLA+CANVAS against Debtor. The undersigned guarantor agrees that BELLA+CANVAS may access his/her personal credit history via all means available to BELLA+CANVAS as a basis for accepting this guarantee.

This guarantee and all rights hereunder shall be governed by the laws of the State of California.

WITNESS		GUARANTOR	
SIGNATURE		SIGNATURE	
PRINT NAME		PRINT NAME	
DATE:		DATE	
SALESMAN		SIGNATURE	
TERRITORY		PRINT NAME	
		SS #	

ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) **PRICES:** All prices are subject to change without notice. Orders will be billed at the prices prevailing at the time the order is placed. Customer must notify BELLA+CANVAS in writing within thirty (30) days after receipt of an invoice of any price disputes. If customer fails to notify BELLA+CANVAS within such thirty (30) days, any and all claims or controversies brought by Customer and relating to such price dispute shall be deemed waived.
- 2) **ORDERS:** All orders are subject to acceptance by BELLA+CANVAS. Only those Customer Internet sites authorized in writing by BELLA+CANVAS may sell and advertise BELLA+CANVAS products. BELLA+CANVAS reserves the right to prohibit certain BELLA+CANVAS products from being advertised and or sold via the Internet. BELLA+CANVAS may immediately terminate the account of any Customer or Customer Internet site selling BELLA+CANVAS products without written authorization, and may bring legal action for, including but not limited to, breach of these terms and conditions. All sales of close-outs, irregulars, seconds or B-Grade products are final. All back orders will be shipped F.O.B. shipping point. No customer deductions are allowed for freight, parcel post, or UPS charges. BELLA+CANVAS, in its sole discretion, shall determine the channels of distribution of its products and therefore, in addition to other rights it may have, BELLA+CANVAS reserves the right to refuse to supply product to certain Customer locations.
- 3) **TERMS OF PAYMENT:** F.O.B. shipping point. Payment for ordered goods is due and payable pursuant to these terms and conditions. A service charge of 1 ½% per month or the maximum permitted by law will be charged on all payments for goods not received within the number of days specified on the invoice. Customer shall be responsible for all costs, expenses, collections agency commissions, and reasonable attorneys fees that BELLA+CANVAS may incur in the collection of any past due invoices. Cancellations may affect volume discounts and may be subject to processing fees. BELLA+CANVAS, in its sole discretion, may terminate Customer's account at any time should Customer breach any of the terms and conditions contained herein.
- 4) **RESTRICTIONS ON SALE:** Customer is prohibited from selling BELLA+CANVAS products other than through a BELLA+CANVAS approved channel of distribution. Customer must purchase all BELLA+CANVAS products from BELLA+CANVAS. Violations of these conditions may result in immediate termination of Customer's account.
- 5) **CANCELLATIONS:** All requests to cancel orders must be submitted in writing to BELLA+CANVAS management at least forty-five (45) days before start ship date and must be approved by BELLA+CANVAS. SMU product may not be cancelled. BELLA+CANVAS will not accept returns for unapproved cancellations.
- 6) **DELIVERY:** Customer assumes the risk of damage to or loss of the product in delivery by BELLA+CANVAS to Customer. Customer must note any product damage or loss to carrier on carrier's delivery receipt and notify carrier within five (5) days of discovery of any such damage or loss. Customer must report all concealed shortages or overages to the BELLA+CANVAS Customer Service Department within five (5) days of discovering such shortage or overage. Customer must provide BELLA+CANVAS with an invoice number or order number, as well as a list of the products at issue, itemized by product code, size and quantity.
- 7) **NO TRANSHIPPING:** Unauthorized transshipment or resale of BELLA+CANVAS merchandise to any person other than the end consumer is strictly prohibited, and may result in the cancellation of existing orders, the termination of Customer's business relationship with BELLA+CANVAS and/or appropriate legal action for, including but not limited to, breach of these terms and conditions.

- 8) **RETURN POLICY:** All returns are subject to re-stocking charges and must be approved by BELLA+CANVAS management. Customer must notify BELLA+CANVAS Customer Service of its intent to return authorized product. Return requests must be accompanied by an order number or invoice number and be requested within thirty (30) days of receiving the product. Upon approval, BELLA+CANVAS will issue Customer a return authorization number and label which must be issued in the amount equal to the invoice price of this product, less any applicable discount. If no invoice number is provided, BELLA+CANVAS will issue Customer a credit based on the then current product pricing. Returns of defective products will be handled on a case-by-case basis, at BELLA+CANVAS's sole discretion.
- 9) **LIMITATION OF LIABILITY:** IN NO EVENT SHALL BELLA+CANVAS BE LIABLE TO THE CUSTOMER FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTHERWISE, EVEN IF BELLA+CANVAS HAS BEEN APPRIASED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10) **FAIR LABOR STANDARDS ACT:** BELLA+CANVAS hereby certifies that the merchandise covered by any BELLA+CANVAS invoice was manufactured in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 11) **FORCE MAJEURE:** BELLA+CANVAS shall not be liable for any failure or delay in delivery or in its performance under these terms and conditions due to any cause beyond BELLA+CANVAS reasonable control, including, without limitation, any act of war or civil insurrection, national emergencies, acts of God, fire, explosion, storm, earthquake, flood, embargo, riot, sabotage, industry-wide strikes, lockouts, labor difficulties, supplier failures, unavailability of materials, or governmental acts. Where a product scheduled for delivery becomes unavailable as a result of a force majeure event, BELLA+CANVAS may, at its sole discretion, substitute such product with a comparable product.
- GENERAL:** These terms and conditions shall be deemed to have been entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California without regard to principles of conflicts of Law.
- 12) The Customer hereby agrees and irrevocably consents to submit to the exclusive jurisdiction and venue of the courts of the State of California and of the United States of America located in the State of California, for any and all claims arising from or related to these terms and conditions. Each party hereby waives their right to a jury trial in any such controversy. Any action by Customer for breach of contract must be commenced within one year from the merchandise ship date. Any modification, supplement, or amendment of these terms and conditions shall be made in writing by BELLA+CANVAS.

**I hereby agree to the above terms and conditions:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Please fax completed forms to (323)727-2040.