



Applying for   
Credit  
Pre-Pay CC Acct

### NEW ACCOUNT APPLICATION

#### I. TO BE COMPLETED BY ALL

**FOR OFFICE USE ONLY**  
Account# \_\_\_\_\_

Date \_\_\_\_\_ Sales Rep # \_\_\_\_\_  
 Business Name \_\_\_\_\_ Resale # \_\_\_\_\_  
 Name of Parent Company if Subsidiary or D/B/A \_\_\_\_\_ (Attach certificate if doing business in New Jersey)  
 Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_  Permission is granted to receive Facsimiles or Emails  
 Website Address \_\_\_\_\_ E-mail \_\_\_\_\_  
 Year Established \_\_\_\_\_ Dun & Bradstreet # \_\_\_\_\_  
 Type of Ownership:  Corporation  Partnership  Proprietorship  LLC  
 Federal Identification # \_\_\_\_\_ - \_\_\_\_\_ Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 (Required by Corporations & Partnership) (Required by all other entities)  
 1. Name of Owner \_\_\_\_\_ Title \_\_\_\_\_ Home Telephone ( ) \_\_\_\_\_  
 Address of Owner \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### II. APPLYING FOR CREDIT-Complete the information requested below or attach: Charge Credit Card when invoice(s) are due (complete Section III)

##### TRADE REFERENCES

Credit Limit Requested \$ \_\_\_\_\_

1. Name \_\_\_\_\_ Fax # \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 2. Name \_\_\_\_\_ Fax. # \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 3. Name \_\_\_\_\_ Fax.# \_\_\_\_\_ Telephone ( ) \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

##### BANK REFERENCES

Name \_\_\_\_\_ Acct. # \_\_\_\_\_  
 Telephone ( ) \_\_\_\_\_ Contact Name \_\_\_\_\_

#### III. PRE-PAY ACCOUNT AND CREDIT CARD INFORMATION

When Orders Available:  Charge Credit Card Automatically  
 VISA MC AMEX     Exp:    
 DISC (U.S. ONLY)  
 CID#: \_\_\_\_\_ CC Billing Zip Code: \_\_\_\_\_

Card Holders Name \_\_\_\_\_ Signature \_\_\_\_\_

**IV. TO BE COMPLETED BY ALL****Type of Store**

- A - Collectible
- B - Gift and Card
- BR - Bridal
- C - Department Store
- CAS - Casino
- CS - Christmas Seasonal
- D - Pharmacy
- E - Electronic Media
- F - Hallmark

- G - Collectible Doll
- H - Animation Gallery
- HD - Home Decor
- I - Internet
- INT - International Accounts
- J - Furniture
- K - Florist
- L - Hardware
- M - Jewelry
- MM - Mass Merchant

- O - Resident Buying Office
- P - Fantasy
- Q - Supermarket
- R - Catalog
- S - Premium/Incentive
- T - Accommodation
- V - Museum
- X - Religious
- Y - Samples

Ship complete? Yes  No If Yes:  Do not ship less than \$100.00 Buyer Name \_\_\_\_\_ Preferred method of shipment: UPS  FED-EX  OTHER  Do not ship less than 5 items

Freight Collect? If yes: Provide Account# \_\_\_\_\_

 Release initial shipment and hold back order to ship together.Would you like to receive by E-mail?  Invoice  Statement Other \_\_\_\_\_

Please provide A/P E-mail address \_\_\_\_\_

Name of A/P contact: \_\_\_\_\_

**V. TO BE COMPLETED BY BUSINESS APPLYING FOR CREDIT****Goebel of North America L.L.C.**

To: Goebel of North America L.L.C. ("GNA")

Received Terms &amp; Conditions: \_\_\_\_\_ (init.)

From: \_\_\_\_\_  
(Insert Business Name of Retailer)

(Attached Sheet)

Retailer applies for credit from GNA and understands that, subject to applicable law, GNA may, in its sole discretion, approve credit (in any amount and under terms determined by GNA) or disapprove credit. Retailer represents to GNA that the information on the New Account Application is true to the best of Retailer's knowledge. Retailer authorizes GNA (a) to investigate Retailer's credit rating, including contacting the bank and trade references listed on the attached, for the purpose of determining whether to grant the requested credit and (b) to report to credit agencies Retailer's credit performance with GNA.

Retailer agrees that GNA's Terms and Conditions, attached hereto, at the time GNA accepts an order from Retailer, will apply to the rights and obligations of the parties for the purchases.

The undersigned represents that he/she is 18 years of age, or older, and is authorized to sign this Application for Credit on behalf of Retailer.

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

**VI. PERSONAL GUARANTY****Guaranty**

As an inducement to GNA to grant credit to Retailer, Guarantor unconditionally guarantees to GNA the complete and punctual performance by Retailer of Retailer's financial obligations to GNA. This Guaranty is unconditional and continuing and is a primary obligation of the Guarantor. Guarantor waives notice of extension of time, increased credit limit, or modifications of any credit agreement with Retailer. Guarantor agrees (a) that GNA need not first pursue, exhaust, or preserve any rights or remedies against Retailer before proceeding against Guarantor and (b) that the obligations under this Guaranty will not be affected by any delay by GNA in exercising its rights against Retailer or any modification of any credit agreement with Retailer, with or without notice to Guarantor. If signed by more than one Guarantor, each will be liable jointly and severally under this Guaranty.

\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Print Name)\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Goebel of North America

### Terms & Conditions

Retailer is hereby notified that acceptance of Retailer's order is expressly made conditional on Retailer's acceptance of the following terms and that Goebel of North America L.L.C. ("GNA") rejects any additional or different terms proposed by Retailer.

1. Limited Warranty. GNA warrants that products ordered ("the Goods") will conform to the description on the package, that GNA will convey good title to the Goods free from any security interest unknown to Retailer, and that the Goods will be free from defects in material or workmanship when shipped to Retailer. GNA MAKES NO WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT OF ANY PATENT OR COPYRIGHT), EXCEPT AS EXPRESSLY PROVIDED HEREIN. GNA is not responsible for the acts or defaults of Retailer or any of Retailer's employees or representatives.
2. Remedies for Defective or Nonconforming Goods; Limitations. Retailer shall inspect the Goods upon delivery. If Retailer believes that any Goods are defective or fail to conform to GNA's published specifications, then Retailer shall notify GNA accordingly as soon as reasonably possible after discovering the defect or nonconformity and in any event not later than five days after Retailer receives the Goods. If the defect relates to breakage or damage to the Goods, Retailer shall also notify the carrier. GNA is not responsible for breakage in transit by a common carrier. For Goods which are defective or nonconforming for any other reason, GNA will, at its option, either (a) replace the Goods which are defective or (b) refund so much of the purchase price as Retailer has paid for the defective Goods. GNA may request return of any defective or nonconforming Goods and, in that event, will pay for the reasonable costs of return. *No Goods shall be returned without having obtained return authorization from GNA. At the discretion of GNA, a restocking charge may be assessed of up to 15% of the value of the return.*
3. Limitation of Liability. The remedy of replacement or refund of the purchase price is Retailer's sole and exclusive remedy and will satisfy all of GNA's liabilities, whether based on contract, negligence, tort, product liability, strict liability, or otherwise. IN NO EVENT WILL GNA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR WILL ITS LIABILITY IN CONNECTION WITH THE GOODS SOLD EXCEED THE SALES PRICE OF SUCH GOODS. Any legal action against GNA must be commenced within one year after delivery of Goods to Retailer.
4. Risk of Loss. Title and risk of loss or damage to the Goods will pass from GNA to Retailer upon the earlier of (a) delivery to Retailer or (b) delivery by GNA to a common carrier for shipment to Retailer.
5. Delivery Dates Approximate; Force Majeure. GNA fills orders in the approximate order in which they are received. Unless expressly set forth to the contrary on GNA's order confirmation, *all delivery dates are approximate only.* Furthermore, delivery of the Goods by GNA is subject to strikes and threats of strikes, insurrection, governmental laws and regulations, fires, factory shutdowns, embargoes, war, riots, delay in transportation, calamities, and delays beyond the reasonable control of GNA, and any delays resulting from any such cause will extend the delivery dates for the Goods. Upon the occurrence of an event of force majeure, GNA may allocate Goods among all retailers with open orders for Goods on an equitable basis, as determined by GNA in its sole discretion. GNA shall notify all retailers with open orders whose orders are being affected by GNA's allocation if such an allocation is taking place.
6. Further Assurances. GNA may for any reason request in writing from Retailer further assurances of Retailer's intention and capability to perform its obligations under any purchase order. If such a request is made, GNA shall be excused from further performance under any open purchase order until it has received from Retailer assurances of performance satisfactory to GNA.
7. Prices. Any prices listed on the sales order may be revised by GNA to the prices in effect at the time of shipment. In case of prepaid shipments on a delivered basis, the actual material and freight charges at time of shipment will apply.
8. Taxes: Transportation Charges. The price of the Goods does not include sales, use, excise, or other taxes or transportation charges. Retailer will pay such taxes and transportation charges directly or reimburse GNA for any such taxes and transportation charges which GNA may be required to pay.
9. Payment. Unless otherwise agreed in writing, Retailer agrees to pay for the Goods on the basis of net 30 days from the date of invoice. A monthly charge of 1½% of the outstanding balance will be added to all invoices not paid within 30 days from the date on invoice. This is an annual rate of 18%. Retailer hereby grants GNA a security interest in any Goods for which full payment has not been made. If at any time GNA deems itself insecure with respect to the receipt of full payment for Goods which have been delivered, GNA may upon notice to Retailer file one or more financing statements in any necessary jurisdiction and GNA shall thereafter have all rights of a secured creditor under the Uniform Commercial Code, as adopted in the state in which the financing statement has been filed, with respect to the secured Goods.
10. Assignment. No right or interest arising out of any contract between GNA and Retailer may be assigned by Retailer without the prior written consent of GNA.
11. Miscellaneous. No waiver or modification of any terms contained herein shall bind GNA unless in writing and signed by GNA. The validity, construction, and interpretation of this contract and the rights and duties of the parties hereto shall be governed by the laws of New Jersey without reference to New Jersey's choice of law rules. GNA is not bound by any representations, promises, or inducements of any kind unless set forth herein. BOTH PARTIES AGREE THAT, IN ANY LITIGATION, TRIAL BY JURY IS WAIVED AND THE LOSING PARTY WILL PAY THE OTHER PARTY'S REASONABLE ATTORNEY FEES.

Please include account number on all correspondence

**Initial application that Terms & Conditions have been received. Keep this copy for your records.**