



Applying for Credit

Pre-Pay CC Acct

NEW ACCOUNT APPLICATION

I. TO BE COMPLETED BY ALL

FOR OFFICE USE ONLY
Account# _____

Date _____ (MM/DD/YYYY) Sales Rep # _____

Business Name _____ Resale # _____

(Attach certificate if doing business in New Jersey)

Name of Parent Company if Subsidiary or D/B/A _____

Mailing Address _____ City _____ State _____ Zip _____

Shipping Address _____ City _____ State _____ Zip _____

Telephone (____) _____ - _____ Fax (____) _____ - _____ Permission is granted to receive Facsimiles or Emails

Website URL Address _____ Email _____

Year Established _____ Dun & Bradstreet # _____

Type of Ownership: _____ Corporation _____ Partnership _____ Proprietorship _____ L.L.C.

Federal Identification # _____ - _____ Social Security # _____ - _____ - _____

(Required by Corporations & Partnership)

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
DISC (U.S. ONLY) _____ Exp: _____

CID # _____ CC Billing Zip Code: _____

Card Holders Name _____ Signature _____

* By signing this document, customer agrees to the attached MIH Terms and Conditions:

PPAP0710

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 Décor
- ___ 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 - Accommodations
- ___ V - Museum
- ___ X - Religious
- ___ Y - Samples

Ship complete? Yes ___ No ___

- If Yes:** ___ Do not ship less than \$100.00
- ___ Do not ship less than 5 items
- ___ Release initial shipment and hold back order to ship together
- ___ Other _____

Buyer Name _____

Preferred method of shipment: ___ **UPS** ___ **FED-EX**

Freight Collect? If yes: Provide Account # _____

Would you like to receive by eMail? Invoice ___ Statement ___

Please provide A/P eMail address _____

Name of A/P contact: _____

V. TO BE COMPLETED BY BUSINESS APPLYING FOR CREDIT

M..I. Hummel Company, L.L.C.

To: M.I. Hummel Company, L.L.C. ("MIH")

Received Terms & Conditions _____ (initial)
(Attached Sheet)

From: _____
(Insert Business Name of Retailer)

Retailer applies for credit from MIH and understands that, subject to applicable law, MIH may, in its sole discretion, approve credit (in any amount and under terms determined by MIH) or disapprove credit. Retailer represents to MIH that the information on the New Account Application is true to the best of Retailer's knowledge. Retailer authorizes MIH (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 requested credit and (b) to report to credit agencies Retailer's credit performance with MIH.

Retailer agrees that MIH's Terms and Conditions, attached hereto, at the time MIH 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 MIH to grant credit to Retailer, Guarantor unconditionally guarantees to MIH the complete and punctual performance by Retailer of Retailer's financial obligations to MIH. 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 MIH 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 MIH 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: _____

M..I. Hummel Company, L.L.C.

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 M.I. Hummel, L.L.C. ("MIH") rejects any additional or different terms proposed by Retailer.

- 1. Limited Warranty.** MIH warrants that products ordered (the Goods") will conform to the description on the package, that MIH 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. MIH 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. MIH 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 MIH's published specifications, then Retailer shall notify MIH 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. MIH is not responsible for breakage in transit by a common carrier. For Goods which are defective or nonconforming for any other reason, MIH 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. MIH 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 MIH. At the discretion of MIH, 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 MIH's liabilities, whether based on contract, negligence, tort, product liability, strict liability, or otherwise. IN NO EVENT WILL MIH 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 MIH 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 MIH to Retailer upon the earlier of (a) delivery to Retailer or (b) delivery by MIH to a common carrier for shipment to Retailer.
- 5. Delivery Dates Approximate: Force Majeure.** MIH fills orders in the approximate order in which they are received. Unless expressly set forth to the contrary on MIH's order confirmation, *all delivery dates are approximate only.* Furthermore, delivery of the Goods by MIH 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 MIH, 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, MIH may allocate Goods among all retailers with open orders for Goods on an equitable basis, as determined by MIH in its sole discretion. MIH shall notify all retailers with open orders whose orders are being affected by MIH's allocation if such an allocation is taking place.
- 6. Further Assurances.** MIH may for any reason request in writing from Retailer further assurance of Retailer's intention and capability to perform its obligations under any purchase order. If such a request is made, MIH shall be excused from further performance under any open purchase order until it has received from Retailer assurances of performance satisfaction to MIH.
- 7. Prices.** Any prices listed on the sales order may be revised by MIH 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 MIH for any such taxes and transportation charges which MIH 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 1 1/2% 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 MIH a security interest in any Goods for which full payment has not been made. If at any time MIH deems itself insecure with respect to the receipt of full payment for Goods which have been delivered, MIH may upon notice to Retailer file one or more financing statements in any necessary jurisdiction and MIH 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 MIH and Retailer may be assigned by Retailer without the prior written consent of MIH.
- 11. Miscellaneous.** No waiver or modification of any terms contained herein shall bind MIH unless in writing and signed by MIH. 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. MIH 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.