



330.652.9495
fax 234.600.5027
www.color3.com

CREDIT APPLICATION

Please fill in the information below and email the completed form to michele@color3.com. You will be contacted upon approval of credit terms.

Company Name: _____
Company Address: _____
City / State / Zip: _____
Phone: _____

Owner / Partner's Name(s): _____
Home Address: _____
City / State / Zip: _____
Phone: _____
Email: _____

Bank Name: _____
Bank Address: _____
Bank City / State / Zip: _____

Anticipated Sales Volume with Color 3: _____

Requested Payment Terms: Pre-payment On Receipt Net 10 Net 30

Requested Method of Payment: Credit Card Cash Check ACH

VENDOR REFERENCES: (Please list 3 vendor references below, other than SanMar)

1 Company Name: _____
Address: _____
City / State / Zip: _____
Phone: _____
Fax: _____

2 Company Name: _____
Address: _____
City / State / Zip: _____
Phone: _____
Fax: _____

3 Company Name: _____
Address: _____
City / State / Zip: _____
Phone: _____
Fax: _____

Color 3 Use Only:

Credit Limit Granted \$ _____ Terms: _____ Date: _____

GENERAL TERMS AND CONDITIONS OF SALE OF COLOR 3 EMBROIDERY, INC.

1. **PURCHASER'S ACCEPTANCE OF TERMS AND CONDITIONS.** The terms and conditions set forth in this document are intended to establish standard terms and conditions of sale for all sales by Color 3 Embroidery, Inc. ("Seller") to the purchaser ("Purchaser") unless otherwise provided in a written agreement between the parties. All such sales are made expressly conditional upon these terms and conditions. This document, together with the quotations, order acknowledgments, or invoices, specifications, and all supplements and attachments thereto issued by Seller from time to time, shall constitute the entire agreement ("Agreement") between the parties for each such sale. In the event of any inconsistency between these terms and conditions and the provisions on the quotation, order acknowledgment, or invoice or on any supplement attached thereto, the provisions contained on the quotation, order acknowledgment, or invoice or on such supplement shall control. Additional or different terms provided in Purchaser's purchase order, which vary in any degree from any of the terms herein, are hereby expressly objected to and rejected. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of Seller, and unless so accepted, are hereby objected to and rejected. Any conduct by Purchaser which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Purchaser of this Agreement and all of its terms and conditions.
2. **PRICES; PAYMENT.** Unless otherwise specified, all orders shall be priced and shipped F.O.B. Seller's warehouse. Prices, and other terms of sale and payment, are subject to change without notice. Unless a contrary provision appears in the price schedule, quotation or order acknowledgment, prices may be withdrawn by Seller without notice at any time. All accounts are payable in United States funds, free of setoff, exchange, collection, or any other charges. Payment shall be received by Seller no later than 30 days from the date of Seller's invoice. If Purchaser fails to make payment when due, Seller shall have the right to withhold shipment of any products under this or any agreement between Seller and Purchaser. Unless otherwise specified, if payment hereunder is not made on time, Seller, in addition to all other legal, equitable and contract rights, shall be entitled to interest on such overdue payment at the rate of one and one-half percent (1½%) per month compounded monthly, or the maximum rate allowed by law, whichever is less. Notwithstanding the foregoing, in no event shall the late payment charge for a month be less than Five Dollars (\$5.00).
3. **ACCEPTANCE OF ORDERS; CREDIT.** All orders are subject to Seller credit department approval prior to acceptance by Seller. Seller makes no assurance or guarantee regarding any amount of credit or the continuation of such credit to Purchaser. If Seller determines, in its sole discretion, that the creditworthiness or future performance of Purchaser is impaired or unsatisfactory, Seller may: (a) suspend deliveries of product and/or services, (b) require prepayment by wire transfer of immediately available funds, and/or (c) require performance collateral in the form of either cash, letter(s) of credit, guaranty, or other security.
4. **TRANSPORTATION AND DELIVERY.** All shipping terms shall have meaning set forth in the Uniform Commercial Code (the "UCC"). Transportation from this point and consular and brokers' fees, if any, shall be at Purchaser's expense. Notwithstanding any shipping term, title to any products sold and risk of loss of such products passes to Purchaser upon delivery by Seller to the carrier and any claims for losses or damage occurring after delivery to carrier shall be made by Purchaser directly with the carrier. Seller reserves the right to make partial shipments from time to time. If Purchaser becomes overdue in any such partial payment, Seller shall be entitled to suspend work and/or avail itself of other legal remedies. All promises of shipment are estimated as closely as possible, and Seller shall use commercially reasonable efforts to ship within the time promised, but does not guarantee to do so, and assumes no liability for not doing so. All promises of shipment are estimated as closely as possible, and Seller shall use commercially reasonable efforts to ship within the time promised, but does not agree to do so, and assumes no liability for not doing so.
5. **LIMITED WARRANTY.** Subject to the limitations set forth below, all Seller products are warranted to conform, at the time of delivery, to the contract specifications in Seller's quotation. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND COMPRISE SELLER'S SOLE AND ENTIRE WARRANTY OBLIGATION AND LIABILITY TO PURCHASER, ITS CUSTOMERS AND ASSIGNS IN CONNECTION WITH GOODS AND SERVICES SOLD HEREUNDER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.
6. **PURCHASER'S REMEDIES.** Purchaser's remedies with respect to any product furnished by Seller hereunder that is found not to be in conformity with the terms and conditions of the contract shall be limited exclusively to the right of replacement of such defective product or, at Seller's option, refund of the price of the product. No labor, shipping, in-out cost or other expense or liability is included. Purchaser's obligation to make payment on time for the balance of products delivered under the contract is not affected by any claim of Purchaser hereunder. No product of Seller's manufacture may be returned without Seller's written consent. All goods returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by Seller. Claims for shortages, damages, or defect of a kind discoverable on inspection must be made in writing within ten (10) days after receipt of shipment, but loss of or damage to materials in transit is the responsibility of Purchaser and its carrier. All claims hereunder must be supported by documentary evidence in the form of exceptions taken on the delivery receipt. Failure to take such exceptions at time of receipt shall constitute an absolute bar to any claim.
7. **LIMITATION ON LIABILITY.** SELLER'S TOTAL LIABILITY TO PURCHASER FOR DAMAGES FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO ANY CAUSE WHATSOEVER IN RELATION TO THIS AGREEMENT WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, OR OTHER CAUSE (A "CLAIM") SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR SHIPMENT WITH RESPECT TO WHICH SUCH CLAIM RELATES. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES OR FOR INJURY TO PERSONS OR PROPERTY, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE.
8. **PROPRIETARY INFORMATION.** Purchaser warrants to Seller that Seller's use of Purchaser's information, designs, materials, specifications, drawings, plans, instructions, samples, logos, marks, trademarks, service mark, or other marks or works furnished by Purchaser to Seller and the use thereof by Seller shall not and do not infringe or misappropriate any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of any third party.
9. **INDEMNIFICATION.** Purchaser shall defend, indemnify and hold harmless Seller and its affiliates, directors, officers, agents, employees, successors and assigns against all claims, demands, actions, causes of action, suits, obligations, liabilities, losses, damages, deficiencies, expenses (including attorney's fees), judgments, settlements and compromises (whether or not arising out of third-party claims) relating to or arising out of: (i) acts or omissions of Purchaser relating to or arising out of the use, operation, ownership or condition of any of the products purchased by Purchaser, or (ii) the breach or non-performance of Purchaser's obligations under these terms and conditions, or (iii) Purchaser's breach of the warranties set forth in Section 8, or (iv) the infringement (or alleged infringement) of any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of any third party or any use by Seller of any secret process, trade secret, know-how, drawings, plans, specifications or other confidential or proprietary knowledge or information belonging to any third party arising from Seller's manufacture, use or sale of any products in accordance with any information, designs, materials, specifications, drawings, plans, instructions, samples, logos, marks, trademarks, service mark, or other marks or works furnished by Purchaser to Seller.
10. **FORCE MAJEURE.** Any delays in or failure of performance of Seller shall not constitute default or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of Seller, including, but not limited to: acts of God or the public enemy, acts of government, acts of Purchaser, acts of war, acts of terrorism; embargoes or other export restrictions, delays of transportation, inability or difficulty in obtaining raw materials, a significant increase in the price of materials, fires, floods, explosions, unusually severe weather; riots or strikes; or any other causes which are not within the control of Seller.
11. **SECURITY INTEREST.** To secure Purchaser's obligations to Seller, Seller hereby reserves, and Purchaser hereby grants to Seller, a security interest, including any applicable purchase money security interest, in all products (and all proceeds from the sale of such products by Purchaser) sold by Seller to Purchaser. Purchaser hereby authorizes Seller to file any financing statement or other document that is, or becomes, necessary for Seller to perfect the security interest granted to it hereunder.
12. **ASSIGNMENT; BINDING EFFECT.** No assignment of Purchaser's rights hereunder may be made without the written consent of Seller. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
13. **GOVERNING LAW; JURISDICTION.** This Agreement is to be governed by and interpreted in accordance with the substantive law of the State of Ohio, without regard to conflict of laws rules thereof. The parties agree that any legal suit, action, or proceeding hereunder shall be brought and resolved exclusively by the State and Federal courts located in Trumbull County, Ohio. Each of the parties hereby consents to the jurisdiction of such courts and waives all questions of jurisdiction, venue, and forum non-convenience. Legal process in any proceeding may be served on any party anywhere in the world.
14. **ELECTRONIC TRANSMISSIONS.** Documents executed, scanned and transmitted by facsimile or electronically and facsimile or electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned, and electronic signatures having the same legal effect as original signatures.
15. **SEVERABILITY.** In the event that any provision hereof shall be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any other provision hereof and such illegal, invalid, or unenforceable provision shall be interpreted and modified by the parties so as to eliminate such illegality, invalidity and/or unenforceability.

AGREED TO BY PURCHASER

SIGN NAME: _____ PRINT NAME: _____