

cheryl king, ltd.

C O U T U R E

Application for Open Account Credit

Please print or type

General Information:

Business Name: _____
Street Address: _____
City: _____ State: _____ Zip: _____ Country: _____
Contact Person(s): _____
Phone: _____ Fax: _____
E-Mail: _____ Web Site: _____

Principals of Business:

	<u>Name</u>	<u>Title</u>	<u>Social Security Number</u>
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

Business History:

Length of time in business: _____

Type of Business: _____

If business is a Corporation, please complete the following:

1) State/year incorporated: _____ Federal ID Number: _____
2) Name under which business is incorporated: _____

If business is a Proprietorship or Partnership, please list state and year of filing: _____

Business Associations: Please list 3 firms from whom you are open account with.

1) Name of Business: _____
Address: _____
Phone #: _____ Fax #: _____ Contact: _____
2) Name of Business: _____
Address: _____
Phone #: _____ Fax #: _____ Contact: _____
3) Name of Business: _____
Address: _____
Phone #: _____ Fax #: _____ Contact: _____

Bank Reference:

Bank Name: _____ Contact Person: _____
Address: _____
Phone #: _____ Fax #: _____ Account #: _____

I hereby authorize _____ (bank) to supply Cheryl King Ltd. With the required credit and background information necessary for them to make a determination for opening account credit.

(print) _____ (sign)

Cheryl King, Ltd. Credit Terms and Conditions

General Provisions: These terms shall be construed and governed by and under the laws of the State of North Carolina. Buyer waives trial by jury in any litigation arising from or relating to these terms and consents to and confers personal jurisdiction on the state and federal courts located within the State of North Carolina in such litigation. Buyer is also responsible for any expenses, including reasonable attorney's fees and/or collection fees that the seller incurs in collecting amounts Buyer owes Seller, in enforcing Seller's rights against Buyer, or in defending against litigation brought by Buyer. These terms shall inure to benefit of and be binding upon Seller's and Buyer's respective successors and assigns. Buyer also agrees to regular Terms and Conditions of doing business with Seller, as stated in the Terms and Conditions contracts, which may be updated without notice to Seller.

Buyer agrees to immediately examine product upon receipt of delivery by Seller. Buyer agrees that he shall advise Seller of any defective product within 3 days of receipt. Buyer also agrees that they will examine immediately upon receipt and each and all of the Seller's invoices and statements, and that they will advise Seller of any transaction disputes within 7 days in receipt in writing. Failure to notify Seller of any dispute or defective good shall constitute a complete waiver of any and all such disputes.

All sales are final; if the order has been started it cannot be cancelled. Refer to general Terms and Conditions.

Payment Terms; Credit: Seller may elect, in its sole discretion, to sell on open account, C.O.D. or credit card. Sales on open accounts are net 10 from date of invoice. No discounts may be taken. Seller may, at any time without notice, cancel all credit available to Buyer and refuse to make any further credit advances. In the event Seller determines that information contained in this Credit Application is false or misleading, or if Seller received other false or misleading credit information from Buyer of any kind or nature, Seller may without further notice cancel any orders in house, or any deliveries in progress to Buyer. Any false or misleading information by Buyer shall be construed as a material default, and any invoices outstanding shall be immediately due and payable in full. Cheryl King, Ltd. and all subsidiaries may, at any time and for any reason, close your account and demand payment in full of said account within two business days of your having received notice of the closing of the account. Acceptance by Seller of less than full payment shall not waive any of Seller's rights, and no claim by Buyer shall extend time for payment. Past due accounts are subject to a service charge of 1.5% per month (18% per annum) on balance due. Checks returned from the bank for insufficient funds or stop payment are subject to a fee. By submitting a request for open account, Buyer represents that: (I) the information provided therein is true and accurate, (ii) Seller may rely on such information, and (iii) all credit purchases are for business purposes only. A valid credit card will be on file, and kept updated at all times, in the event of late or non-payment to use at Seller's discretion as a back up method of payment.

Duties and Taxes: Buyer is responsible for all duties, taxes, customs, charges or other governmental charges imposed by any federal, state or local authority upon the goods or sales transaction.

Authorization:

I, as principal officer of the company, hereby authorize and request Cheryl King, Ltd. and all subsidiaries (including but not limited to Chantilly Lace of Wendell and Icing Couture) to consider my application, and authorize my personal and company creditors and business references to provide information to Cheryl King, Ltd. and subsidiaries in conjunction with this application.

Authorized Signature	Print Name	Title	Date (mo/day/yr)
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Authorized Signature	Print Name	Title	Date (mo/day/yr)
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Guaranty: That as individuals, and as partners, shareholders, officers, directors, employees, or authorized representatives, we, the undersigned and each of us, in consideration of any and all credit gained by Seller, guaranty prompt payment when due of any and all indebtedness now due or which may hereafter become due from any said entity to Seller. This shall be a continuing guaranty and shall not be revocable, except upon actual receipt by Seller of written notice that we, or any of us, revoke said guarantee as to transactions subsequent to the date such notice is received and, in such event, we shall continue to be responsible for any and all transactions which occurred prior to the date Seller actually received said notice. Guarantor agrees to be bound by each and all the terms and conditions set forth in this Credit Application herein and the general Terms and Conditions form.

Authorized Signature	Print Name	Title	Date (mo/day/yr)
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Authorized Signature	Print Name	Title	Date (mo/day/yr)
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Valid credit card number: _____ Name on card: _____