



Company Name: _____

Billing Address: _____ Physical: _____
Address _____

Phone: _____ Fax: _____

Federal Tax ID#: _____ Resale#: _____

Dunn & Brad #: _____ S.I.C. Code: _____

Type of Business: Corporation Partnership Sole Proprietorship

State of Incorporation: _____ Date of Incorporation: _____ Years Established: _____

Trade References

(1) Name: _____ Address: _____

Contact: _____

Phone: _____ Fax: _____

(2) Name: _____ Address: _____

Contact: _____

Phone: _____ Fax: _____

(3) Name: _____ Address: _____

Contact: _____

Phone: _____ Fax: _____

(4) Name: _____ Address: _____

Contact: _____

Phone: _____ Fax: _____

The customer listed above has read, understands, and will comply with George B. Woodcock's Standard Credit Application's Terms And Conditions

Sign: _____ Date: _____ Title: _____



(1) Bank Name: * _____ Checking Acct#: * _____

Address: _____ Phone Number: * _____

_____ Fax Number:* _____

_____ Contact Name: _____

(2) Bank Name: _____ Checking Acct#: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

_____ Contact Name: _____

Banking Information Release Authorization

The undersigned hereby authorizes the release of all credit information requested by George B. Woodcock & Co. from their banking institutions listed above.

Sign: * _____ Date: _____ Title: _____

GBW Office use only:

Salesperson: _____ Date Submitted: _____

Trade References Response:

Bank Response:

Terms: _____ Date Established: _____

Credit Limit Established: _____ Accounts Receivable Auth: _____



GEORGE B. WOODCOCK STANDARD CREDIT APPLICATION TERMS AND CONDITIONS
ALL SALES ARE SUBJECT TO THE FOLLOWING:

- 1. TERMS:** Net 30 days. A finance charge of 1.50% per month, which is an annual percentage rate of 18%, will be charged on all past due accounts.
- 2. QUANTITY:** Overrun or under-run of ten (10%) percent shall constitute fulfillment of all orders.
- 3. CLAIMS:** Claims for errors or shortages must be made within five (5) days after receipt of shipment. Claims for goods damaged in transit must be filed against the carrier.
- 4. RETURNS:** No claim shall be allowed nor credit given for goods returned without George B. Woodcock's written authority, and, in no case, shall any claim be allowed if made more than thirty (30) days after receipt of merchandise.
- 5. WARRANTY:** George B. Woodcock warrants merchandise shipped to any Customer to be of sellable quality. George B. Woodcock makes no warranty of any other kind, expressed or implied. No stipulation, agreement or understanding of the Customer shall be valid or enforceable unless in writing by a duly authorized officer of George B. Woodcock.
- 6. GEORGE B. WOODCOCK'S LIABILITY:** Liability for loss or damage due to the use of George B. Woodcock's product is limited to the lesser of the invoice price or the amount actually received by George B. Woodcock. George B. Woodcock shall not be liable because of late deliveries or non-deliveries due to fire, inability to acquire raw materials, labor difficulties, or other causes beyond George B. Woodcock's control and shall continue until such contingency has been remedied.
- 7. CANCELLATION:** Custom orders may only be canceled prior to costs incurred by George B. Woodcock on custom products. Any custom order terminated after costs are incurred by George B. Woodcock are subject to a termination claim for reasonable and necessary out of pocket costs and expenses not previously paid by Buyer.
- 8. RELEASE OF INFORMATION:** Customer hereby authorizes George B. Woodcock to make any inquiry regarding Customer's credit worthiness and business practices including contacting banks, credit references and credit reporting authorities. Customer also acknowledges that George B. Woodcock may report payment records to credit reporting authorities. In the event of any incorrect reporting, George B. Woodcock's sole liability shall be limited to correcting any inaccuracies. George B. Woodcock shall have absolutely no other liability with respect thereto.
- 9. ORDERS:** Customer acknowledges that it may or may not issue signed purchase orders and authorizes George B. Woodcock to take orders verbally, via telephone, by facsimile or computer transmission and to act upon such orders as if a signed purchase order was issued only with Purchase order number.
- 10. WAREHOUSING:** If Customer asks George B. Woodcock to store goods in George B. Woodcock's warehouse, Customer agrees to be bound by the terms and conditions of George B. Woodcock's Blanket Order/Delivery/Warehouse Agreement whether or not signed.
- 11. ARTWORK:** Customer represents that any designs, artwork, or other trademarks or trade dress Customer asks George B. Woodcock to produce or acquire for Customer or Customer's client is Customer's or Customer's client's property. Any plates, dies or artwork acquired or produced by George B. Woodcock for Customer which remains unpaid for shall be George B. Woodcock's property and Customer waives any rights of offset or claims of conversion.
- 12. FAILURE TO PAY:** If Customer fails to pay for invoices within the agreed upon terms Customer unconditionally authorizes George B. Woodcock to 1) delay or withhold shipments of ordered product, 2) scrap or resell ordered product, the proceeds of which shall be used to cover the cost of handling and shall not apply to any portion of the unpaid balance, and 3) The customer agrees that if George B. Woodcock is to cause plates to be manufactured, all charges incurred therewith shall be forwarded to George B. Woodcock in advance and held as a deposit which need not be segregated. This deposit shall be first credited towards any outstanding collection fees, then to outstanding interest, then to principal and then to the price George B. Woodcock incurred for the plates. Customer expressly agrees that the plates will not be delivered to customer unless all indebtedness owed to George B. Woodcock has been paid in full.
- 13. FREIGHT:** While George B. Woodcock will endeavor to use the least expensive method of freight this may not always be the case. At times, this may conflict with Customer's prior request. Customer agrees to pay all freight incurred by common carrier if these charges were incurred due to customer request for an emergency shipment outside of normal scheduled deliveries.
- 14. INDEMNIFICATION:** Customer shall indemnify and hold harmless George B. Woodcock against all damage resulting from liabilities incurred to any third party as a result of customer's order, including, but not limited to, any and all judgments damages, costs, attorney fees and expenses to George B. Woodcock resulting from claims which may arise with regard to ownership of trade dress, trademarks, copyright, or other proprietary interests, or if merchandise does not meet performance specifications when drawings, specifications, samples, and/or other written descriptions were provided by or previously approved by Customer, prior to production. In the event of a claim by a third party against George B. Woodcock as a result of an order, George B. Woodcock shall have the right, but not the obligation, to tender the defense of such claim to Customer, and Customer agrees to defend George B. Woodcock in the event of such tender.
- 15. INCONSISTENT TERMS AND CONDITIONS:** Any term or condition, either made verbally or which appears on any written document, purchase order or other such instrument, which conflicts with those stated herein shall be void. Where such conflict exists the terms and conditions of this Credit Application shall supersede. If any part of this agreement is determined to be unenforceable the remaining terms and conditions shall continue in full force and effect.
- 16. APPLICABLE LAW - VENUE:** This agreement is entered into at George B. Woodcock's principal place of business located at Chatsworth, California. In the event that it shall become necessary for George B. Woodcock to file legal action to collect any outstanding obligations from the Customer, the venue of said actions shall be with the Los Angeles County Superior Court. Customer hereby agrees to submit to the jurisdiction in Los Angeles County, California with respect to any legal proceeding commenced to collect any outstanding obligations from customer. In the event it shall become necessary for George B. Woodcock to file an action to collect any unpaid obligations, George B. Woodcock shall be entitled to collect reasonable attorney's fees, collection costs, and court costs. All other disputes between the parties shall be submitted to binding arbitration and a competent arbitration board mutually agreeable to both parties - both parties hereby waive their right to a trial by jury.
- 17. REPRESENTATIONS:** The Customer's authorized representative's signature attests to the financial responsibility for any amounts billed and or inventory being held by George B. Woodcock in its warehouse and that the information and statements contained in this application are true and complete and are made for the purpose of inducing George B. Woodcock to sell product to the Customer and to establish an open line of credit. The undersigned further agrees that all sales shall be subject to the terms and conditions, which are set forth in this credit application.
- 18. PRODUCT IMAGE ADVERTISING:** The Customer, on behalf of itself, agrees to allow George B. Woodcock to use for its marketing and advertising purposes visual images of any products that GBW offers for sale to the Customer for GBW's marketing and advertising purposes. If the Customer is not the legal owner of any portion of the product image, the Customer will notify GBW of this fact in writing before delivery.



george b. woodcock & co.
packaging design and materials
inventory management systems

Blanket Resale Certificate

Resale Certificate – pg 4

COMPANY NAME: _____

ADDRESS: _____

I hereby certify that I hold a valid seller’s permit No. _____ issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling _____; that the tangible personal property described herein which I shall purchase from:

GEORGE B. WOODCOCK & CO.

will be resold by me in the form of tangible personal property; provided, however, that in the event any such property is used for any such purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property or other authorized amount.

Description of property to be purchased:

Date: _____

Sign: _____ Phone: _____

Authorized Purchasing Agent

Print: _____

Authorized Purchasing Agent

