



401 Industrial Park Drive  
Lawrenceville, GA 30046  
770-682-8880  
678-336-5551 – Fax  
www.purefuninc.com

# Credit Application

## APPLICANT INFORMATION

Applicant Name(s)		Business Name		Years in Business	
Phone		Fax		E-Mail	
Address		City		State	Zip Code
Shipping Address (if different from above)		City		State	Zip Code
Billing Address (if different from above)		City		State	Zip Code
Type of Business Structure (check one): <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> LLC (Limited liability company) <input type="checkbox"/> LLP (limited liability partnership) <input type="checkbox"/> Other - _____					
State of Organization		State Organization Number		Federal Tax ID Number	
Credit Amount Requested \$ _____	Terms Requested: <input type="checkbox"/> COD <input type="checkbox"/> Net 7 <input type="checkbox"/> Net 14 <input type="checkbox"/> Net 30				
Delivery Schedule Requested:	<input type="checkbox"/> Every week <input type="checkbox"/> Every 2 <sup>nd</sup> week <input type="checkbox"/> Every 3 <sup>rd</sup> week <input type="checkbox"/> Every 4 <sup>th</sup> week				

## BANK REFERENCES

Bank Name		Contact		Phone		Fax	
Address		City		State		Zip Code	
Checking Acct. #	Savings Acct. #	Balance	Other Acct. #		Balance		
Bank Name		Contact		Phone		Fax	
Address		City		State		Zip Code	
Checking Acct. #	Savings Acct. #	Balance	Other Acct. #		Balance		

## SUPPLIER REFERENCES

Supplier Name		Contact		Phone		Fax	
Address		City		State		Zip Code	
Terms of Purchase	Current Amount Owed		Amount Past Due				
Supplier Name		Contact		Phone		Fax	
Address		City		State		Zip Code	
Terms of Purchase	Current Amount Owed		Amount Past Due				

## APPLICATION FOR PRE-AUTHORIZATION PAYMENT PLAN WITH SUPPLIER

By completing the following, applicant makes request for use of Supplier's Pre-Authorized Payment Plan for payment of invoiced, statements, or billings rendered to Application by supplier

Bank		Contact		Phone		Fax	
Address		City		State		Zip Code	
Account Name		Bank Routing Number		Account Number			
Credit Card #		Name on Card		Exp. Date		CVV Code	

## CREDIT TERMS AND CONDITIONS AGREEMENT

1. **Parties** - The above-named applicant(s), (collectively "**Applicant**") hereby submits this Credit Application and Service Agreement ("Agreement") to PureFUN!, Inc. ("**Supplier**").

2. **ACH Payments** - Applicant agrees that certain credit terms offered by Supplier may require payments to be electronically drafted from Applicant's designated bank account(s), and that such draft will result in a deposit into a bank account in the name of a Supplier Entity. Applicant jointly and severally promises to pay all indebtedness of Applicant to Supplier. Applicant jointly and severally promises to make payments as necessary to keep Applicant's account balance with Supplier within credit limit and terms. Nothing herein will excuse Applicant from paying all sums lawfully due by Applicant to Supplier notwithstanding that such sums advanced or credit extended exceeds or differs from the credit terms extended by Supplier.

3. **Late Charge** - Payments not made by Applicant within terms will incur a late charge after the date due calculated at a rate equal to the lesser of 18% per annum or 1.5% monthly. Should collection action or litigation ever become necessary to collect delinquent sums due to Supplier. Applicant also agrees to pay a fee of \$30 or 5% (whichever is greater) per occurrence for any returned items (checks or ACH's) that are dishonored for any reason. Applicant further agrees to pay to Supplier Supplier's collection costs and attorney's fee(s) providing such obligation is lawful.

4. **Default** - An event of default ("Event of Default") occurs when: (1) any debt or obligation of Applicant to Supplier is not paid when due; (2) any covenant or agreement of Applicant with Supplier is not fully and timely performed or an occurrence of default occurs thereunder; (3) any statement, representation, or warranty by Applicant to Supplier is false, misleading, incomplete, or erroneous in any respect; (4) Applicant or Guarantor does not pay their debts as such debts become due; (5) Applicant commences any case, proceeding, or other action seeking the reorganization, rearrangement, adjustment, liquidation, or dissolution under any debtor relief laws or bankruptcy laws or an involuntary case or proceeding is commenced against the Applicant under any debtor relief laws or bankruptcy laws; (6) a final judgment is entered against Applicant or any process is levied or directed against Applicant's property; (7) Supplier receives any checks or ACH drafts from Applicant which are returned uncollected or insufficient; or (8) the financial status of the Applicant, in the sole opinion of Supplier, becomes impaired in any way. Upon occurrence of an Event of Default, Supplier may (1) terminate all credit terms, agreements, accommodations, and conditions hereunder; (2) demand immediate payment; (3) require sales by prompt payment terms, COD, cashier's check, or other terms determined at the discretion of the Supplier; (4) discontinue delivery and/or shipment of product. In the event that any check, EFT draft, or preauthorized payment is returned to Supplier uncollected or insufficient, the gross amount of the invoice(s) covered by the returned item shall be immediately due. Supplier may charge up to \$50 for processing any check, EFT draft, or pre-authorized payment returned uncollected by Applicant's bank for any reason.

5. **Credit History** - Applicant authorizes all of Applicant's creditors and references, including, but not limited to, those listed herein, to release to Supplier whatever information may be contained in their files pertaining to financial dealings with Applicant, and grants Supplier permission to complete any credit investigation of Applicant, including, but not limited to, reports by a credit reporting agency or entity.

6. **Transfer of Funds** - In the event that Applicant is approved by Supplier for a pre-authorized payment plan, Applicant understands and agrees: (1) Supplier may transfer money from Applicant's bank account for payment due, provided there are sufficient collected funds in said account to pay any pre-authorized payment; (2) Supplier's rights with respect to such transfer(s) shall be the same as with a transfer(s) drawn upon Applicant's bank and signed personally by Applicant; (3) Applicant's bank shall be under no obligation to furnish Applicant with any special advice or notice in writing or otherwise of the payment and charge of such transfer(s); (4) the authority for such transfer(s) shall remain in effect until revoked by Applicant in writing and actually received by Supplier; (5) Applicant warrants that Applicant's bank will honor all such pre-authorized payment(s) immediately upon presentation for collection; and (6) Applicant will execute all necessary authorization forms for such transfer(s) reasonably required by Applicant's bank or by Supplier.

7. **Change in business form** - Applicant agrees that should credit be extended to Applicant or to any business entity in which Applicant has a proprietary interest, pursuant to this Agreement, and Applicant or the business entity in which Applicant has a proprietary interest commences doing business under another name, different ownership, or legal form, Applicant and the Guarantor(s) guarantee and shall be personally, jointly and severally responsible for payment of all monies due and owing to Supplier from both the original and the new business entity or form until Applicant notifies Supplier in writing of such change in business status, such written notification is received by Supplier's credit department, and the prior entity or form has paid any balance due Supplier.

8. **Accuracy of application data** - Applicant certifies that any financial information provided by Applicant to Supplier pursuant to this Agreement was given to Supplier as inducement for the extension of credit from Supplier. Applicant further certifies that any such information is accurate, true, complete, and correct as of the time it was provided. Applicant certifies that the name shown on line 1 (one) of this Agreement occupies the address shown on line three (3) of this Agreement.

9. **Payment of invoices** - Applicant agrees to pay all invoices within the terms stated on each invoice and affirms that the terms of all present and future invoices from Supplier are incorporated herein by reference. Applicant agrees to pay all invoices by the net due date described therein. In the event that payment is not received by Supplier at the address listed on the invoice by the end of business on the net due date, the invoice will be delinquent. No statement or special endorsement on a check or other banking item from Applicant to Supplier or on a letter accompanying any payment shall be binding upon Supplier. Supplier may, with or without notice to Applicant, negotiate any such check without being bound by the conditions of any such statement or endorsement.

10. **Governing law** - The laws of the State of Georgia will govern this Agreement.

11. **Discounts** - Special Discounts and Special Promotions may be offered on certain products. To be eligible for discounts the open account of Applicant with Supplier must be current and the payment received on or before the due date.

12. **Security interest** - Supplier may delay the enforcement of any of Supplier's rights arising under this Agreement or by operation of law without waiving any such rights. Applicant hereby grants Supplier a security interest in (1) any of Applicant's inventory or property that is provided by Supplier, or contains any product provided by Supplier; (2) any of Applicant's cash accounts containing funds generated by Supplier's product.

13. **Right to offset** - In the event of delinquency or other default on the part of the Applicant, Applicant agrees that Supplier may offset any amounts owed to Applicant by Supplier against Applicant's obligations to Supplier. The Applicant hereby acknowledges and confirms Applicant's obligations to Supplier arising from past or future purchases of product under the credit policies of the Supplier as they may now exist and as amended from time to time.

14. **Exclusive remedy** - Applicant's sole and exclusive remedy for claims made against Supplier (including, without limitation, claims for breach of contract, breach of warranty, negligence, or strict liability) are limited to the replacement of any products sold or services provided. Supplier is not responsible and Applicant expressly agrees to hold Supplier harmless for any special, indirect, consequential, exemplary, incidental, or additional damages.

15. **Application of payments** - Supplier, in Supplier's sole discretion, may apply all payments received from Applicant or realized from any security, in such manner and order of priority as Supplier may determine.

16. **Binding agreement** - Applicant agrees that the terms and conditions of this Application constitute a binding agreement.

17. **Miscellaneous** - This Agreement shall inure to the benefit of all successors and assigns of Supplier. This Agreement supersedes any prior understanding or written or oral agreement between Supplier

and Applicant regarding the subject matter hereof. This Agreement may not be altered except by written agreement signed by the party to be bound. All rights and remedies herein granted to Supplier and any rights and remedies which Supplier may have at law, are cumulative, not alternative, and the exercise of one such right or remedy by Supplier shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Agreement. If any provision of this Agreement or any part hereof is declared invalid by any court of competent jurisdiction, such action shall not affect the validity of this Agreement, and the remainder of this Agreement shall remain in full force and effect in accordance with the tenor of the remaining provisions or parts of provisions contained in this Agreement.

**18. Authority to sign** - The person(s) signing below certify that such person(s) possesses the authority to 1) apply for credit with Supplier on behalf of Applicant, 2) authorize any credit investigation the Supplier may deem necessary, and 3) to fully bind the Applicant to these terms and conditions. In the event that person(s) signing below does not possess such authority, the person(s) agrees to guaranty any credit extended by Supplier pursuant to this Agreement.

Applicant's Name (print): \_\_\_\_\_

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

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_