

## **BIG MOUTH TOYS CREDIT TERMS AGREEMENT**

It is understood that Big Mouth Toys Is not obligated to provide product on credit, but may instead in any transaction require a check payment/credit card payment, letter of credit, or other security satisfactory to Big Mouth Toys. Big Mouth Toys offers open account terms for authorized Big Mouth Toys customers who are found, In Big Mouth Toys' opinion, to be credit worthy.

In the event that Big Mouth Toys agrees to extend credit in any transaction, the applicant agrees to the following terms and conditions.

- Standard terms of payment are Net 30 days from Invoice date. (Any modification of these terms will be in writing & signed by a Big Mouth Toys representative.)

- An invoice is considered late if payment is not received in our office by the 35th day after the billing date. Finance charges are assessed at 1.5 % per month times the past due amount 36 days after the invoice date, or a minimum of \$5.00 per month. Future orders may be delayed in the event of past due charges. Applicant agrees to pay any accrued finance charges in order to return the account to good standing.

- Credit terms will be suspended in the event of the following:

1. If account is 15 days past due, you will be required to purchase prepayment by check or credit card only until account becomes current.
2. If account is 45 days past due, the prepayment status will remain in effect for 90 days after the account has been made current and reconsidered for credit terms.
3. If account becomes 60 days past due, your credit account will become cancelled. A new credit application may be required with a current financial status report.
4. If account becomes 90 days past due, the prepayment status will remain in effect for 12 months, and re-applying for credit will be necessary.

- If the applicant does not make full payment to Big Mouth Toys within this specified period of time, they will be liable to Big Mouth Toys for:

1. The unpaid principal amount.
2. All costs and expenses for collection incurred by Big Mouth Toys, including court and attorney fees.
3. Interest on the unpaid invoice balance.

The Applicant warrants that the information and statements contained herein are true, correct, and complete and that the applicant presently has full ability to pay all Invoices as they come due. Applicant further warrants that it has disclosed herein all information that would be material to a prudent sellers decision to extend credit In the event of conflict and/or Inconsistency between the terms hereof and anything contained in any purchase order, contract or agreement between the parties, die terms and conditions hereof shall govern and control.

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Applicant/Company Name

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Authorized Signature

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Print Name/Title

# Business Credit Application

(all information must be completed)

Name of Business: \_\_\_\_\_ Tax Id \_\_\_\_\_

Type of Business: \_\_\_\_\_ In business since \_\_\_\_\_ Resale # \_\_\_\_\_

Legal Form of Business (circle):    Corporation    Limited Liability    Partnership    Sole Proprietorship

Name of President/Owner: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Contact Name Accounts Payable:** \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## Bank Reference

Bank Name: _____	Account# _____
Address: _____	City: _____ ST: _____ Zip Code: _____
Contact Person: _____	Email: _____
Phone: _____	Fax: _____

## Trade References

<b>1.</b> Company Name: _____	Account# _____
Address: _____	City: _____ ST: _____ Zip Code: _____
Phone: _____	Fax: _____
<b>2.</b> Company Name: _____	Account# _____
Address: _____	City: _____ ST: _____ Zip Code: _____
Phone: _____	Fax: _____
<b>3.</b> Company Name: _____	Account# _____
Address: _____	City: _____ ST: _____ Zip Code: _____
Phone: _____	Fax: _____

I, hereby certify the information contained herein is complete and accurate. This information has been furnished with the understanding it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institution listed in this credit application to release necessary information to the company for which credit is being applied.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date