



Submit Application To:  
 10 Kelly Court  
 Menlo Park, CA 94025

Phone 650.329.8700  
 800.292.9919  
 Fax 650.329.1827

FOR OFFICE USE ONLY

Date \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 S. A. \_\_\_\_\_  
 TRC \_\_\_\_\_ TXC \_\_\_\_\_  
 Credit Limit \_\_\_\_\_

**ALL INFORMATION MUST BE COMPLETED**

**BUSINESS INFORMATION**

Firm Name		DBA	
Street Address	City	State	Zip
Send Bills To			
Contact	Purchasing	Accounting	Phone:
Entity: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other _____			Contractor's License # _____ Fax (    )
Years in Business: _____		Type of Business _____	Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No   Credit Line Requested \$ _____

**REFERENCES: OPEN ACCOUNT STATUS ONLY - PLEASE PROVIDE FAX #'s**

Name	Telephone
	Fax
Address	Zip Code
Name	Telephone
	Fax
Address	Zip Code
Name	Telephone
	Fax
Address	Zip Code
Name	Telephone
	Fax
Address	Zip Code
<b>Your Bank</b>	Telephone
Address	Account Number

**DETAILED INFORMATION REQUIRED: OFFICER'S, OWNER'S & PRINCIPAL PARTNER'S NAME AND ADDRESSES**

Name	Title	Residence Address
Name	Title	Residence Address
Name	Title	Residence Address
If Individual Owner or Partnership:		
Name	Partner or Spouse's Name	
Driver's License No.	Soc. Sec. No.	Driver's License No.    Soc. Sec. No.

(We)/(I) agree to notify you immediately of any change of ownership or address. All of the information furnished on this form is complete and accurate. You may check any of the information from whatever sources you choose.

Please refer to other side.

Have you ever declared Bankruptcy?  Yes    No

Complete and return with application.

If yes, give date and location \_\_\_\_\_

# CREDIT SALES POLICY

## Terms of Sale

1. Terms are Net 30 from date of invoice. If payment is not received by the 40th day, the account will be considered as having gone into past due situation.
2. Non-current accounts will be placed on a cash basis at our option unless arrangements have been made in advance of the sale for possible extended terms.
3. The customer expressly agrees to pay all costs of collection of accounts and in the event the services of an attorney are employed to enforce any obligations of the customer hereunder to pay in addition reasonable attorney's fees, (whether or not it is necessary to file an action in court) and, in the event an action is instituted, shall pay all court costs and reasonable attorney's fees.
5. It is expressly agreed that at the sole discretion of D.M. Figley Co., Inc., if this account is delinquent and is referred to a third Party or Parties for collection, all additional costs will be borne by the Signees.
6. D.M. Figley Co., Inc. reserves the right to choice of law and venue if the account goes into litigation for collection.
7. All order shortages must be reported within 48 hours of receipt of order to receive full credit.
8. 20% RESTOCKING CHARGE on all items returned.
9. \$50 minimum purchase.

**APPLICANT HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ AND ACCEPTS THE TERMS AND CONDITIONS OF SALE AND GUARANTIES AS SET FORTH IN THIS APPLICATION.**

**WE/I PROMISE AND GUARANTEE TO PAY WITHIN TERMS AS SET FORTH BY D.M. FIGLEY CO., INC. AND ACKNOWLEDGE AND REALIZE THAT BY NOT FULFILLING OUR/MY COMMITMENT, WE/I RISK LOSING OPEN ACCOUNT STATUS.**

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Signature

\_\_\_\_\_ Title

### ***CONTINUING GUARANTEE***

I/We sign this credit application on behalf of the Applicant, and as an individual(s) agree to personally guarantee payment for all materials purchased and all other costs incurred, heretofore, and/or hereafter by the above Applicant, and waive all notices from D.M. Figley Co., Inc. and waive the right to require DM. Figley Co., Inc. to proceed against Applicant. I/We also agree that our personal liability hereunder shall not be deemed to be released or discharged by any extension of time, or by any other modification, substitution, settlement supplement or compromise granted to Applicant or by a change in the legal form or ownership of Applicant.

I/We certify that everything stated on this application and/or attachment is true and correct to the best of my/our knowledge. All goods invoiced to Applicant by D.M. Figley Co., Inc. shall be sold in reliance upon the information contained in, or attached to this Document. Notice of any change which would limit Applicant's or Guarantor's liability to D.M. Figley Co., Inc. must be given to D.M. Figley Co., Inc. in writing by certified return receipt requested mail, addressed to 10 Kelly Court, Menlo Park, CA 94025.

(Signatures must be as individuals -- not as company or corporate officials.)

Please type or print.

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**RESALE CERTIFICATE**

FIRM NAME \_\_\_\_\_

I HEREBY CERTIFY,

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

Description of property to be purchased: \_\_\_\_\_

Dated: \_\_\_\_\_ 20 \_\_\_\_\_ Purchaser \_\_\_\_\_

at \_\_\_\_\_ By and Title \_\_\_\_\_

Phone \_\_\_\_\_ Address \_\_\_\_\_