



# ARTEflorum

## Credit & Purchasing Agreement

Complete both sides. This agreement will not be considered unless your signature is included.  
This credit & purchasing agreement is subject to ARTEflorum's approval.

### Information

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Company Name \_\_\_\_\_ Years in Business \_\_\_\_\_

Legal Status \_\_\_\_\_ Corporation \_\_\_\_\_ Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ LLC \_\_\_\_\_

Type of Business \_\_\_\_\_

Billing Address \_\_\_\_\_

Shipping Address \_\_\_\_\_

A/P Contact \_\_\_\_\_ Email \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Do you use purchase orders? \_\_\_\_\_ Credit line requested \$ \_\_\_\_\_

Please list names of authorized buyers (if applicable) \_\_\_\_\_

Customers located in California and those for whom we dropship are required to complete a California resale form. Unless this form is on file all invoices for products shipped to a California address will have the appropriate sales tax added.

### Principals

CEO/Owner \_\_\_\_\_ Phone # \_\_\_\_\_

CFO \_\_\_\_\_ Phone # \_\_\_\_\_

COO \_\_\_\_\_ Phone # \_\_\_\_\_

### References (Please give only references with firms that you have open charge accounts with)

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Company \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Account # \_\_\_\_\_

Company \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Account # \_\_\_\_\_

Company \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_ Account # \_\_\_\_\_

**Purchase Agreement**

The parties hereto agree that all purchases are subject to the following terms and conditions:

The signer(s) hereby agrees that all amounts due to ARTEflorum are payable 30 days following the date of invoice. If any amounts due are not paid within said period, a service charge of 1 1/2% per month, not to exceed the maximum allowed by law, shall apply to the balance until paid in full. ARTEflorum also reserves the right to discontinue shipping merchandise from the moment the account becomes past due.

The signer(s) agree to pay, in the event this account becomes delinquent, any and all collection costs including but not limited to costs, expenses, fees, and attorney fees.

The parties hereby acknowledge that the goods and / or services purchased from ARTEflorum are not payable in installments, but are payable in full as stated herein.

Final and Entire Agreement. This writing constitutes the entire agreement and understanding concerning its subject matter and supersedes and replaces all prior negotiations and agreements between the parties, whether written or oral. This is a fully integrated writing, and may only be amended or modified in whole or in part by a writing signed by all parties.

Choice of Law. This AGREEMENT is made and entered into in the State of California, and shall be construed and interpreted in accordance with California law.

Severability. If any term of this AGREEMENT is held invalid or unenforceable, all other terms shall remain valid, enforceable, and binding on the parties.

Resolution of Disputes Concerning the Agreement and Personal Indemnity / Guarantee. The parties intend that any controversy, dispute, or claim of whatever nature arising out of or relating to the interpretation, performance, or breach of this AGREEMENT and/or Personal Indemnity / Guarantee shall be resolved by final and binding arbitration in San Francisco County, California, administered by and in accordance with the then-existing Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. (JAMS).

I hereby certify that the information of this Credit and Purchase Agreement is correct. If this application is accepted, I agree to the terms and conditions outlined. I authorize ARTEflorum to investigate all references given.

**Company Name** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Personal Indemnity / Guarantee**

To induce ARTEflorum to approve this Credit and Purchase Agreement and in consideration of its so doing, we the undersigned hereby jointly, severally and personally guarantee the above purchaser's full performance of said credit and purchase agreement and hereby indemnify ARTEflorum against any and all damage, loss, costs (including attorney fees and/or liability sustained by ARTEflorum by reason of or related to the above purchaser's failure to perform or to pay when due,) and charges incurred in accordance with the above agreement. The above Credit and Purchase Agreement may be modified by ARTEflorum and the purchaser executing same without notice to the undersigned and without affecting this indemnity and guarantee. ARTEflorum may enforce this agreement against the undersigned or any of them jointly or severally, whether or not action is ever taken by it against the purchaser.

**Authorized Signature** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_