

SHOPCO U.S.A. INC.
7171 West Sam Houston Parkway North
Houston, TX 77040
Phone: 713-934-2900
Fax: 713-934-2929

CREDIT APPLICATION:

Corporate Name: _____ Phone: (____) _____
Doing Business As: (DBA) _____ Fax: (____) _____
Billing Address: _____
(P.O. Box or Street) (City, State, Zip)
Shipping Address: _____
(P.O. Box or Street) (City, State, Zip)
Website: _____

INFORMATION:

Business is a (please check one): Individual Partnership
 Co-Partnership (list owners below)
 Limited Partnership (list owners below)
 Corporation, Organized in the State of _____
Date of Incorporation: _____

Officers/Owners: 1. Name: _____ Title: _____
Home Address: _____
S.S.#: _____ Home phone: _____
Email Address: _____

2. Name: _____ Title: _____
Home Address: _____
S.S.#: _____ Home phone: _____
Email Address: _____

3. Name: _____ Title: _____
Home Address: _____
S.S.#: _____ Home phone: _____
Email Address: _____

4. Name: _____ Title: _____
Home Address: _____
S.S.#: _____ Home phone: _____
Email Address: _____

Note: If business is a () division of () subsidiary of another corporation, please give name, address and relationship: _____

Number of years in business: _____ Type of business: _____

Sales Tax Exemption: () yes () no **If yes, please submit resale certificate.**

Federal ID No.: _____ Amount of Credit applied for: _____
Name of individual(s) responsible for payment of account: _____
Email address(s): _____

REFERENCES (MINIMUM OF THREE):

1. Name: _____ Phone: (____) _____
Address: _____ Fax: (____) _____
City/State/Zip: _____ Account #: _____

2. Name: _____ Phone: (____) _____
Address: _____ Fax: (____) _____
City/State/Zip: _____ Account #: _____

3. Name: _____ Phone: (____) _____
Address: _____ Fax: (____) _____
City/State/Zip: _____ Account #: _____

BANK REFERENCE:

1. Name: _____ Phone: (____) _____
Address: _____ Fax: (____) _____
City/State/Zip: _____ Account #: _____

Upon extension of open account credit by SHOPCO U.S.A. INC. (the seller) to the applicant (the buyer), it is agreed that all such sales shall be subject to the following conditions:

1. Invoices are due and payable within 30 days from the date of invoice.
2. Invoices not paid within 30 days may be subject to a finance charge at the rate of 1% per month or the maximum allowable by law, whichever is less.
3. In the event of default, the seller shall be entitled to recover all costs and expenses of collection including the maximum attorney's fees permitted by law.
4. In the event any of these provisions are inconsistent with the applicant's purchase orders, the conditions set forth herein and as stated on the SHOPCO U.S.A. INC.'s terms and conditions of sale shall prevail.
5. This agreement shall be governed by and construed in accordance with the laws of the STATE of Texas, U.S.A. EXCLUSIVE VENUE UNDER THIS AGREEMENT SHALL BE IN HOUSTON, HARRIS COUNTY, TEXAS.

Applicant, by signing this application agrees to the foregoing terms and declares that all information is complete and correct as stated and that you are the owner or officer of the company.

Applicant (print name)	Date
Applicant Signature	Title

TERMS AND CONDITIONS

For SHOPCO U.S.A. INC.

PRICES

The prices quoted by SHOPCO U.S.A., INC. are firm for a period of (30) days. Thereafter, prices are subject to change without notice. All prices are quoted F.O.B. Houston, Texas.

TERMS / PAYMENTS

All approved accounts are net 30 days. On any invoice thirty (30) days past due, SHOPCO U.S.A., INC. may, at their election place the Buyer's account on a C.O.D. basis. If payment is not made when due, Buyer agrees to pay a charge on the amount past due at the rate of 1% per month (12% per annum) or the maximum lawful rate, whichever is less. Nothing herein shall be deemed to extend or otherwise modify Buyer's obligation to make payment when due. In the event of default, Buyer agrees to pay SHOPCO U.S.A., INC. reasonable attorney's fees, if any, incurred by SHOPCO U.S.A., INC. in collection of damages from Buyer.

NEW ACCOUNTS

New account and C.O.D. orders are accepted only with a 50% deposit of total order. In addition, full credit information with references must be submitted for approval for 30 day terms for the balance due. New accounts with approved credit may pay balance of order net 30 days of invoice date, otherwise balance is due prior to shipment.

ORDERS

Orders must be in writing on Buyer's purchase order form and must specify shipping address. Terms on Buyer's purchase orders which conflict with or are inconsistent with these terms and conditions shall be void. This catalog is an offer to sell products only on the terms and conditions described on this page, and acceptance of the offer is limited to these terms and conditions. New account and C.O.D. orders will not be processed until the deposit has been received. Orders are binding for seller only upon written acceptance of Seller's home office, evidenced by an order confirmation furnished by Buyer.

TITLE

Title to products shall not pass to Buyer until all sums due are paid in full. Products shall remain as removable personal property and shall be subject to removal upon breach of contract.

SHIPMENT

Unless otherwise specified, product will be shipped "best way". Any claims for lost or damaged products due to mishandling during shipment, shall be filed by the Buyer directly with the freight company. No shipment should be accepted until it has been inspected and recipient has made a notation of loss or damage on the freight bill of lading.

CANCELLATIONS / CHANGES

All orders accepted are not subject to cancellation and/or change without prior consent of SHOPCO U.S.A., INC.

RETURNS

Products may not be returned without prior written approval. Special order items or custom made items are not subject to return. Items returned with prior approval will be subject to a 20% restocking fee.

QUOTATIONS

Quotations by SHOPCO U.S.A. INC. or its representatives shall not exceed 60 days unless extended in writing.

LIMITED WARRANTY

All products of SHOPCO U.S.A., INC. are guaranteed to be free of material and workmanship defects and should be inspected by the Buyer at the time of receipt and all claims will be promptly investigated and corrected, if necessary. After receipt and inspection of items found to be in good condition SHOPCO U.S.A., INC. shall no longer be liable for any loss, injury, or damage to persons or property. The warranty described in this paragraph is the only warranty given by SHOPCO U.S.A., INC, with respect to its products.

ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED.

APPLICABLE LAW AND JURISDICTION

This agreement is to be governed by and construed in accordance with the laws of the State of Texas. Any suit to recover sums of money owed to Seller by Buyer hereunder may be brought in Harris County, Texas.