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Royal Crest Promotions Application for Credit

Date:		Credit Line Requested:	
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Company Information:

Full Legal Name of Business		Doing Business As (DBA)	
Billing Address		City	State Zip
Shipping Address (if different)		City	State Zip
Accts Payable Contact	Phone	Email/ Fax	
Business Legal Structure: Corp/Partnership/LLC	Federal Tax ID # / Social Security #	Dun & Bradstreet #	

Bank Information:

Bank Name	Type of Account	Account #	Phone	
			Email/ Fax	
Address	City	State	Zip	Contact Name & Email

Credit References:

Company Name	Contact Name	Phone		
		Email/ Fax		
Address	City	State	Zip	Account #

Company Name	Contact Name	Phone		
		Email/ Fax		
Address	City	State	Zip	Account #

Company Name	Contact Name	Phone		
		Email/ Fax		
Address	City	State	Zip	Account #

Authorization:

By signing this application, the Company/Purchaser agrees to the Sales Policy Terms & Conditions set forth on page 2.

By signing this application, I authorize Royal Crest Promotions to investigate my business and personal financial records, and to obtain credit reports in connection with the opening, monitoring, renewal and extension of this and other accounts with Royal Crest Promotions for the sale of products and services to my business and me. I further authorize Royal Crest Promotions to share any information received with any parent, subsidiary or affiliate of Royal Crest Promotions. If I should request, Royal Crest Promotions will tell me whether my credit report was requested and, if so, the name and address of the credit reporting agency that furnished the report.

First Name	Initial	Last Name	Title
Authorized Signature			



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SALES POLICY TERMS & CONDITIONS

1. General Terms: The general payment terms for transactions with Royal Crest Promotions are net 30 days, unless otherwise specified on the Invoice. Payments received by Royal Crest Promotions after the due date are past due. Past due accounts, at the sole option of Royal Crest Promotions, may not have further credit extended until the outstanding balances are paid in full.
2. Late Charges: A late charge calculated at 1.5% per month (18% per annum) of the Invoice Total will be assessed and added from the date of the Invoice, if payment is not received by Royal Crest Promotions on or before the due date.
3. Oral Statements: The sales personnel of Royal Crest Promotions are not authorized to make warranties about Royal Crest Promotions' merchandise, goods and products. Royal Crest Promotions' employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Purchaser and shall not become part of any contract for sale. The entire sales contract between Royal Crest Promotions and Purchaser will be set forth in the Invoice and these Sales Policy Terms and Conditions, and NO OTHER WARRANTIES are given beyond those set forth in such documents.
4. Limited Warranty: Royal Crest Promotions warrants that the goods, merchandise and products it sells (except as may be further disclaimed on a particular Invoice) will be of the kind and quality described in the purchase order and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within FIVE DAYS after the initial date of receipt by Purchaser (or its authorized representative), Royal Crest Promotions will, upon written notification within the FIVE DAY period, correct such defects by suitable repair, replacement, or refund at Royal Crest Promotions' sole option and expense. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED, EXCEPT THE WARRANTY OF TITLE AND AGAINST PATENT INFRINGEMENT. Correction of nonconformities, with respect to the goods, merchandise and products, is the sole remedy and recourse for any claim under this limited warranty.
5. Limitation of Liability: Royal Crest Promotions shall not, under any circumstances, be liable for special, incidental, or consequential damages such as, but not limited to, damage to or loss of other property or equipment, loss of profits or revenue, cost of capital, cost of purchased or replacement goods or claims of customers of Purchaser. The remedies of Purchaser set forth herein are exclusive, and the liability of Royal Crest Promotions with respect to any contract or from the manufacture, sale, delivery, resale installation, or use of any goods, merchandise and products covered by or furnished under contract with Royal Crest Promotions, whether arising out of contract, tort, warranty or otherwise, shall not exceed the price of the goods, products or merchandise upon which such liability is based (unless Royal Crest Promotions elects to repair or replace such merchandise, products or goods at its own expense and such repair or replacement exceeds the price of the merchandise, products or goods). Royal Crest Promotions reserves the right to sell certain goods, products or merchandise "as is" without any warranty whatsoever by indication on the Invoice for such merchandise, products or goods.
6. Returns: Returned goods, products and merchandise will not be accepted, nor will credit for returned goods, products and merchandise be extended unless (i) prior written permission of Royal Crest Promotions is granted; (ii) transportation charges are prepaid by Purchaser; (iii) such returned goods, products and merchandise are received by Royal Crest Promotions within 30 days after receipt of goods, products and merchandise by or on behalf of Purchaser; and (iv) such returned goods, products and merchandise are received by Royal Crest Promotions in the same condition as sold without damage or defect. A charge of 20 percent of the Invoice Amount (but in any event not less than \$10.00) may be made by Royal Crest Promotions to cover handling costs of returned goods, products and merchandise.
7. In the event that it becomes necessary for Royal Crest Promotions to retain an attorney to enforce any of the terms of this Agreement, Purchaser agrees to pay the reasonable attorney's fees, arbitration fees and collection costs incurred by Royal Crest Promotions whether or not a suit, action or arbitration is commenced. In event a suit, action, or arbitration is instituted to enforce any of the terms of this Agreement, the Purchaser consents to the exercise of personal jurisdiction over the Purchaser by the Colorado state courts located in Jefferson County, Colorado, and waives any objection which Purchaser may have based on improper venue or *forum non conveniens*. This agreement shall be construed and enforced according to the laws of the State of Colorado.
8. Purchaser agrees that a signature by Purchaser (or by Purchaser's representatives authorized to receive goods) on any invoice, delivery receipt, or other sales receipt is presumed to establish Purchaser's acceptance of these Sales Policy Terms and Conditions and the Purchaser's acknowledgement and understanding of the limited warranty and the limitation of Royal Crest Promotions' liability.
9. Royal Crest Promotions reserves the right to reduce, modify, or cancel credit limits or credit amounts, and to charge or otherwise modify payment dates.
10. These terms do not constitute an offer by Royal Crest Promotions to sell or extend credit. Each credit application, request for credit, credit transaction, and customer order are subject to approval by Royal Crest Promotions at its sole discretion.
11. Purchaser hereby acknowledges that it has read the above Sales Terms & Conditions and fully understands them. Purchaser acknowledges further that the above Sales Terms & Conditions will apply to limit the liability of Royal Crest Promotions in any further and future transactions.

_____ **Initial that you have read and agree to the Sales Policy Terms & Conditions.**

ABSOLUTE PERSONAL GUARANTEE

By signing the Absolute Personal Guarantee, the Guarantor agrees to the terms and conditions of the Absolute Personal Guarantee set forth on page 2.

In consideration for the extension or continued extension of credit, the undersigned individually hereby absolutely and unconditionally guarantees to Royal Crest Promotions the full and punctual payment of any and all sums now owing or which hereafter become due and payable by Purchaser for goods, products and merchandise sold and delivered by Royal Crest Promotions to said account. Royal Crest Promotions shall not be bound to exhaust its recourse nor take any action against Purchaser before being entitled to payment by Guarantor of all amounts hereby guaranteed. The guarantee shall extend to the principal sum due and owing, together with any interest which may accrue. The undersigned agrees to pay the reasonable attorney fees and collection costs incurred by Royal Crest Promotions to enforce the guarantee.

Printed Name: _____ Signature: _____ Date: _____