



Acct # \_\_\_\_\_

### **CREDIT APPLICATION**

*Please complete this form and mail or fax promptly to 239. 931.3236. Both pages are required.*

#### **Company information:**

Business Name: \_\_\_\_\_ Owner's Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Other(explain) \_\_\_\_\_ Years in business \_\_\_\_\_

#### **Principals / Persons Authorized**

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_

#### **Bank reference:**

Bank Name: \_\_\_\_\_ Account #: \_\_\_\_\_

#### **Trade References:**

**(ALYCE DESIGNS, MON CHERI BRIDALS, PC MARY'S, & ALFRED ANGELO NOT ACCEPTED)**

***Please include your account number, company's phone number and fax number.***

Name: _____
Account #: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Name: _____
Account #: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Name: _____
Account #: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

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## House of Wu Marketing Statement

House of Wu, LLC has a long-standing reputation for high quality, and some of the most sought-after exclusive designs in the formalwear industry. This exclusivity along with our high level of service and quality is what our customers have grown to expect. Our continued success depends on our ability to meet that expectation. It is the mission of our marketing department to foster and protect that reputation. We therefore judge whether a retailer is appropriate to carry our line, based on its ability and willingness to continue to enhance our reputation as a high quality and exclusive design house.

Our marketing strategy is that retailers we do business with, do not simply sell a garment, but also provide a service. We believe that service should include pre-sale and point of sale advertising, promotion, and displays. We also believe that the services should be provided by well-trained sales specialists, who are knowledgeable about our designs, and able to work with the customer and her family in a manner consistent with the high quality of our merchandise. Everything the retail salon does concerning our merchandise, should be executed in a manner consistent with the House of Wu, LLC marketing philosophy.

## Guaranty of Payment

**FOR VALUE RECEIVED, and as an inducement of House of Wu, LLC to extend credit from time to time to the Company, the signed, jointly and severally and unconditionally guarantee payment to House of Wu, LLC for all sums due and owing by the Company. This is a Guaranty of payment and not collection. Notice and demand are hereby waived.**

**The undersigned promise to pay such amounts together with all charges, fees and interest of 1.5% per month on the amount due together with all costs of collection including attorney's fees.**

**I and / or we acknowledge and agree that in the event a lawsuit is initiated to collect this account, the suit will be in Lee County, Florida. Authorization is further given to make inquiries to trade references, financial institutions, and other parties to determine credit worthiness of Applicant.**

**This is a continuing and irrevocable guaranty and shall remain in full force and effect and apply to all present and future amounts owed. House of Wu, LLC shall not be required to proceed first against the Company before resorting to the undersigned for payment.**

**The undersigned shall not be released or discharged from their obligations hereunder by reasons of any delay, waiver, modification, extension or amendment, to any arrangement between House of Wu, LLC and the Company. The undersigned irrevocably waives claims for "head of household" exemption as may be provided by Chapter 77 or 222, Florida Statutes.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

By signing this document, you agree to the House of Wu, LLC Marketing Statement and personally guarantee this account and payment of any sums due by the above named business.

## Terms and Conditions of Sale

1. Any shortage, damage or defect in goods must be clearly noted by receiver or buyer at time of delivery. All claims for shortage, damage or defect or defect in delivered goods covered by this document must be made by buyer via telephone immediately upon delivery of goods, followed by written notice within ten (10) days. Failure to make any claim within the above stated period of time shall constitute an irrevocable acceptance of goods and an admission by the buyer that they comply with all terms, conditions, and specifications of the order and invoice.
2. Any goods rejected by buyer must be kept in original condition and made available to seller or to its agent. No goods may be returned by buyer without prior written approval of seller.
3. Buyer agrees to pay a service charge of 1 ½% per month on all accounts over thirty (30) days.
4. Upon buyer's breach of this contract, buyer shall be liable to seller for any damages incurred, including seller's reasonable attorney fees and any costs of collection whether by suit or otherwise. Buyer agrees to jurisdiction and venue in Lee County, Florida for litigation and/or deposition.
5. Any statement in a purchase order or similar document which is not expressly approved or acknowledged in writing by seller will not be considered as part of agreement between parties.
6. These terms and conditions of sale may not be modified unless agreed to in writing by seller.
7. The parties agree that fax copies and faxed signatures shall suffice as originals.
8. All of the "Terms & Conditions of Sale" are incorporated into this Credit Application by express reference.