



3366 South Tech Blvd.
 Miamisburg, OH 45342
 Phone: 937-885-8040
 Fax: 937-885-8055

Sales Mgr Approval: _____ Approved By: _____
 Inside Rep: _____ Terms: _____
 Price Level: _____ Credit Line: _____
 Order Attached: _____ Date: _____
 Outside Sales Rep: _____

Request Type: **New Customer** **Drop Ship Customer** **Previous Customer** **Change in Terms**

(Legal) Name of Business _____ Date _____

Shipping Address _____

Billing Address _____

Phone #: _____ Fax #: _____

Email Address: _____ Web Site: _____

Business Type

New _____ Sole Owner _____ Partnership _____ Corp _____ LLC _____ Other _____

Date Company Formed _____ State _____ Federal ID# _____

Vendor's License # _____ please include a copy with your completed credit application

Owner/Partner Name/Title _____ Social Security # _____

Owner/Partner Name/Title _____ Social Security# _____

Other Representatives/Title _____ Social Security# _____

Have you or the business ever filed a bankruptcy proceeding? Yes _____ No _____ (If yes, explain on separate page)

*******Post Dated Checks Are Not Accepted*******

Terms in which you are applying:

Information needed to complete this application:

_____ Credit Card

Please circle card type, provide Card #, Expiration Date & Sign the application

MC Visa Discover Am Ex Card Number _____ Exp. date _____

Signature of Card Holder allowing Leather Gallery to use for orders _____

_____ C.O.D. money order

Sign the application

_____ C.O.D. cashiers check

Sign the application

_____ C.O.D. Company check

Provide your Bank information & sign the application

_____ Net 30

Provide Bank information, 4 trade references & sign the application

Please provide references from distributors with Net 30 terms

Company Name _____ State _____ Phone Number _____ Account Number _____

1. _____

2. _____

3. _____

4. _____

Bank _____ City/State _____ Phone # _____

Bank Account # _____ Contact Name _____ Fax # _____

Terms: **Net 30 Days:** Buyer agrees to pay all invoices within 30 days and to pay a service charge of 1.5% per month, which is an annual percentage rate of 18% on all overdue balances. Applicant hereby authorizes and grants Leather Gallery the right to investigate credit references and banking information. In addition, I/We, hereby, personally give this continuing guarantee to Leather Gallery, that I/We will comply with the terms & conditions stated through out this agreement and solely and personally be responsible.

TERMS AND CONDITIONS

ACCEPTANCE: Seller's acceptance of buyer's order is expressly subject to all terms and conditions on the face and reverse of this sales order.

DELIVERY: Unless otherwise agreed and provided for, all items are sold F.O.B. destination to all states except AK and HI. Seller will deliver and bear the cost of transportation to the named destination. In the case of customer pickup, the vehicle furnished by buyer is the destination and seller's obligations regarding shipment are fulfilled when the goods are loaded to the vehicle. The means of shipment and carrier to the point at which seller's liability for transportation costs ceases shall be chosen by seller, unless buyer requests otherwise. Excess packing, marking, shipping, and transportation charges resulting from compliance with buyer's request shall be borne by buyer. If a specific shipping date is either not given or is estimated only, and is not promised on the face of this order or in a separate writing signed by seller, seller will not be responsible for delays in filing this order nor liable for any loss or damages resulting from such delays. If a specific shipping date is promised, seller will not be liable for delays resulting from causes beyond seller's control, including without limitation accidents to machinery, fire, flood or other casualty, labor disputes, labor shortages, lack of transportation facilities, priorities required by requested by, or granted for the benefit of any governmental agency, or restrictions imposed by law or governmental regulation.

RETURNS AND EXCHANGES: Upon receiving shipments please inspect all items for any discrepancies, including the following, and bring them to the attention of the Leather Gallery Returns Dept. within 2 business days: Damaged shipping boxes and packages, Merchandise received other than what is billed on the invoice, Defective merchandise, and Shortages. For all other concerns please contact the Leather Gallery Returns Dept. for further assistance. Before merchandise may be returned, the following information must be provided and procedures followed: Customer #, Invoice # or PO# and date, Style #'s, sizes, and material type (leather, twill, etc.), Reason for return: **Customer Error** (15% Restock Fee applies)-Wrong item, size, or quantity ordered. Overstock. Refused COD's. **Leather Gallery Error**-Wrong item, size or quantity sent. Shipped to wrong address. Defective merchandise (please note type of defect). **Even Exchange of Merchandise**-Call the Leather Gallery Returns Dept. for a return authorization number. Mark the return number given on the outside of the box, returns arriving without this number will be returned to customer at their expense. Merchandise received due to Leather Gallery error or defects needing to be returned or exchanged will have an RS tag issued and shipping charges on the original invoice credited. Merchandise being returned due to customer error will be at the customer's expense with no shipping credit from the original invoice. Even exchanges will be charged shipping on new merchandise being sent. Drop-ship customers will be charged a drop-ship fee on even exchanges. Returned items that have been worn will be subject to repair only and will be returned back to the customer. No exchanges will be permitted. No returns or exchanges on closeout items will be permitted. **All Sales Final.** No returns or exchanges on items smelling of tobacco products, perfumes and mildew or items with markings made by the customer such as ink pens, markers, and tape. Items received in this manner will be returned to the customer at their expense. Items returned with security tags that cannot be removed by the Leather Gallery will be returned to the customer for proper removal at the customer's expense. All returns will be inspected by the Leather Gallery Returns Dept. or suppliers before determining whether to issue credit or send replacement items. Determinations will only be made after returned items have been received and inspected. Merchandise received that is not listed on an authorized return will be returned to the customer at their expense. **All returns must be received within 15 business days from the date the return was issued.** Credits will be issued in one of the following manners: **Net Terms**-Credit applied to account for use towards payment on open invoices. **Credit Card**-credit issued back to credit card. **COD's**-Refund check will be issued.

CREDIT APPROVAL: Deliveries by seller are subject to approval by seller's credit department. If seller doubts buyer's financial responsibility, then seller may require buyer to submit satisfactory evidence of its ability to pay, to provide adequate security for payment, or to pay cash before shipment. Seller's credit request form shall be used for extensions of credit from seller to buyer. All terms and conditions contained herein apply with equal force to the credit agreement.

BUYER'S OBLIGATIONS TO PAY FOR THE GOODS: Unless otherwise agreed on the face of this agreement, payment shall be made within thirty (30) days of delivery. Any amount unpaid after thirty (30) days from delivery shall bear interest at the rate of 1.5% per month. For any payment withheld for any longer period, buyer shall pay interest at the rate of 18% per annum. Buyer acknowledges that seller may not have on hand in seller's open stock all of the items purchased by buyer.

ACCELERATION: The making of payment at the time it falls due shall be considered as the essence of the agreement. In case of failure so to do, the seller shall have the right to cancel the contract and to declare due the entire amount unpaid. If the credit of the purchaser shall at any time, in the judgment of the seller, become impaired, seller shall have the right to require payment in advance before making further shipments. If the seller deems itself insecure, it may declare all of the unpaid purchase price of the goods and merchandise covered hereby to be immediately due and payable. If the seller deems itself insecure, it may refuse to make future deliveries hereunder except for cash on delivery or equivalent.

EFFECT OF DELAY IN PAYMENTS OR FINANCIAL INSECURITY OF BUYER: In the event that payment for goods shipped is not promptly made in accordance with the terms of this sale; or in the event that the credit or the financial responsibility of purchaser becomes impaired or unsatisfactory to seller, seller reserves the right to demand cash or satisfactory security before making shipments. Upon the failure of buyer to provide cash or satisfactory security to fully satisfy seller's demands, seller reserves the right to discontinue making shipments and to cancel the sale, or any part of the sale, thereby terminating all obligation on the party of seller for delivery of the goods, or any part of the goods sold.

REPOSSESSION AND RESALE: Time is of the essence to this contract. If buyer fails to pay promptly any proper charges under this agreement or fail to comply with any or all provisions of it, seller may declare the full amount of the purchase price then unpaid to be due and payable, and, at the option of the seller, its agents, or assigns, may enter on any premises where the goods may be located and take possession of it, including accessories and replacements supplied by seller, and seller may retain any and all payments made by buyer as liquidated damages and as reasonable compensation for use of goods by buyer up to time of such repossession by seller. Seller may resell any goods so retaken at public or private sale, with or without notice to buyer, upon such terms and in such manner as seller may determine, and may hold buyer liable for any difference resulting from such sale.

OHIO LAW GOVERNS: This contract shall take effect and shall be construed in accordance with the laws of the State of Ohio. The venue for any and all litigation between the seller and buyer shall be Montgomery County, Ohio.

ATTORNEY FEES: Buyer is liable for any and all attorney fees and costs associated with collecting any portion of any unpaid balance incurred by seller as a result of buyer's breach of any term or condition of this agreement.

The above terms and conditions in this writing for the sale of goods represents a complete representation of all the terms and conditions of this transaction. These terms and conditions contained herein apply to each and every transaction conducted and credit extended between buyer and seller. Any changes or amendments to this transaction must be made in writing and agreed to by both parties with full knowledge and consent. The omission of any term or condition from this agreement does not constitute waiver of any term or condition.

I have read the above terms and conditions.

Officer/Owner: _____ Title: _____ Date: _____

Form completed by (please print) _____

