



Credit Application Form

\$ _____

Company Information

Credit Limit Requested

Application Date

Registered Company Name

Trading Name

Division or Subdivision of

Street Address

City

State/Province

Zip Code

Country

Main Phone

Main Fax

Billing Address (Street or P.O. Box)

City

State/Province

Zip/Post Code

Country

Shipping Address (No PO Box Numbers)

City

State/Province

Zip/Postal Code

Country

Direct Phone

Direct Fax

Finance Manager

Email Address

Finance Phone

Finance Fax

Business Profile

Organized as: Corporation Sole Proprietorship partnership LC

We are engaged in the business of _____ Number of Employees _____ Business is owned Rented

Date Business was Established _____ Under the Laws of (State/Province/Country) _____

Tax ID number _____ Dun & Bradstreet # _____

Owners / Officers

Name	Title	Address	Own /Rent	Home Phone#

Has Applicant or any of its Owners, Principles, Officers or Directors ever filed a voluntary petition in bankruptcy, or make an assignment for the benefit of creditors?

Yes
 No

Has a tax lien or civil suit been filed against Applicant or any of its Owners, Principles, officers, or directors within the past six years?

Yes
 No

Are delinquent taxes owed by Applicant to any taxing authority?

Yes
 No

Is Applicant or any of its Owners, Principles, Partners, Officers, or Directors a guarantor or endorser of debts or notes owned by others?

Yes
 No

Bank References

Bank Name

Branch

Street Address

City

State/Province

Zip/Postal Code

Country

Direct Phone

Direct Fax

Account Officer

Checking Account Number

Savings Account Number

Secured Yes No

Credit Line Amount with Bank

Loan Amount

Trade References

Complete addresses (including zip/postal codes) along with account number and telephone numbers are required

Company Name					Account Number					
Address			City		state		Zip code		Country	
Contact Name					Direct Phone			Direct Fax		
Company Name					Account Number					
Address			City		state		Zip code		Country	
Contact Name					Direct Phone			Direct Fax		
Company Name					Account Number					
Address			City		state		Zip code		Country	
Contact Name					Direct Phone			Direct Fax		

Terms and Conditions

Section 1 Amendments and Cancellation- Neither this Agreement, nor any term or condition, herein, may be amended, terminated, modified, rescinded or waived except by a writing signed by a duly authorized representative of GPS. Customer may not cancel any order, in whole or in part, for Products except with GPS' consent in writing and upon payment to GPS of reasonable and proper cancellation charges as will, in accordance with good accounting practices, satisfy all costs incurred by GPS, together with its proportionate profit on such costs. Minimum cost for Amendment is \$250 processing fee and cost for cancellation is 25% of purchase order value, minimum \$500, unless otherwise agreed to in writing by a duly authorized representative of GPS.

Section 2 Price and Terms of Payment - All prices for Products set forth on the face hereof supersede all prior quotations for similar products. Payment shall be due in United States dollars. Unless otherwise expressly specified in the box marked " Payment Terms" on the face hereof, Customer expressly agrees that the total purchase price shall be due within thirty (30) days from the date of acceptance of the Products. If Customer fails to make payments in accordance with GPS' terms, or if in the judgment of GPS, the financial condition of Customer at any time does not justify the terms of payment specified, GPS may require full or partial payment in advance and may cancel any order then outstanding, and receive reimbursement for its reasonable cancellation charges as stated in section 1 above.

Section 3 Late Fees - If any of the purchase price is not paid by Customer when due, Customer shall pay a late charge on the balance due remaining unpaid I the amount of two percent of the unpaid balance per month, provided, however, that nothing herein shall require the payment of any amount in excess of the maximum amount permitted by law. Late charges shall be payable on demand. The imposition or payment of said late charge shall not be deemed to extend the due date of any payment of the purchase price. Should collection become necessary, customer understands that he will be responsible for all costs of collection including reasonable attorney fees.

Section 4 Shipments and Delivery - All shipments will be made in accordance with the terms specified on the face of this Agreement. All shipments and delivery dates specified on the face of this Agreement are approximate. GPS shall deliver the products to the location specified on the face of this agreement or customer P.O.

Section 5 Risk of Loss, Damage or Delay - GPS shall not be liable for delay of or failure to make shipment or delivery for any cause beyond its reasonable control which affects GPS or any other person (whether known or unknown to Customer) involved in the sale, manufacturing, supply, shipment, or delivery of the Products. Shipment or delivery dates shall be extended for a period equal to the time lost by reason of any such cause. Title and risk of loss of the Products shall pass from GPS to Customer at the time and place of delivery of the Products to Customer.

Section 6 Acceptance - Promptly upon delivery of the Products, Customer shall inspect the Products and, if appropriate, immediately inform GPS o its acceptance of the Products. In no event later then five (5) days from the date of delivery of Products to Customer, Customer shall notify GPS in writing of any damage or non-conformity with respect to any portion of the Products. The Products shall be deemed fully inspected irrevocably accepted by Customer if Customer has not provided GPS with any such notice within said five (5) day period. Upon Customer's delivery of a written notice of damage or non-conformity, GPS shall have a reasonable time to inspect the damaged Products and Customer shall make the damaged Products available to GPS during such period. If GPS confirms the damage to the Products, GPS shall take possession of the damaged Products within a reasonable time and issue a credit memo to customer for the purchase price related to the damaged Products.

Section 7 Limited Warranty – GPS warrants that the Products covered by this Agreement will be free from defects in materials and workmanship if properly used for a period of 180 days from the delivery of the Products to Customer by GPS. GPS gives no express warranty other than that set forth above. GPS expressly limits Customer's remedies to the return of the portion of the Products that are defective and repayment of the related purchase price. This express limitation of remedy stands in place of all other remedies and sets forth the exclusive remedy of the Customer. Accordingly, GPS shall not be held liable for any consequential damages resulting from any breach of warranty of fitness for a particular purpose. This warranty shall not apply to any Products, which have been subjected to misuse, negligence or accident or used contrary to GPS' instructions. THE FOREGOING IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE) WITH RESPECT TO PRODUCTS OR SERVICES PROVIDED BY SELLER TO PURCHASER HEREUNDER. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OWNERSHIP OR USE OF THE PRODUCTS, OR FOR ANY DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. No agent, employee or representative of GPS has any authority to bind GPS to any affirmation, representation or warranty concerning the Products not expressly included herein. Customer is not relying upon any representation, statement or other assertion with respect to the nature and quality of Products.

Section 8 Security Interest – Customer grants GPS a security interest in each purchased Product and any proceeds for the amount of the purchase price until Customer has fully paid for the Product. Customer hereby authorizes GPS to file a UCC Financing Statement at any time to perfect GPS' security interest in the Products and proceeds. Customer shall not move products to another location while GPS maintains a security interest. Upon the default of Customer, GPS shall have, in addition to all other remedies provided by law, the right to take possession, without judicial process, in any manner which does not breach the peace, of any Products in which GPS then has a security interest. Upon GPS' request, Customer shall assemble such Product's at Customer's own expense at a place to be designated by GPS which is reasonably convenient to both parties.

Section 9 Limitation of Liability- GPS' liability on any claim of any kind (including, but not limited to, negligence and infringement) for any expense, injury, loss or damage arising out of, or connected with, or resulting from this Agreement, or from the Performance or breach of the provisions enumerated herein, or from the manufacture, sale, delivery, resale, repair, or use of any Products or services covered by or furnished under this Agreement shall in no case exceed the Agreement price allocable to the Products and services, or to the part or parts thereof, which give rise to such claim, and in no events shall GPS be liable for loss of profits, or any special, consequential or incidental damages.

Section 10 Shortage- If for any reason GPS is unable to supply the total demand for Products specified herein, GPS may distribute its available supply among any or all purchasers, as well as departments and divisions of GPS, on such basis as it may deem fair and practical, without liability for failure of performance which may result therefrom. Customer's specifically acknowledges the right of GPS to allocate Products to Customer in accordance with the terms of this section.

Section 11 Assignment - This agreement, or any of the rights and duties hereunder, may be assigned by GPS to a third party without the written consent of Customer, provided that GPS shall give Customer written notice of such assignment. This Agreement shall not be assigned by Customer without GPS' written consent. Subject to the foregoing, this Agreement shall inure to the benefit of the parties' successors and assigns.

Section 12 Severability- Should any provision of this Agreement, or any provision of any contract resulting from this Agreement, be determined by a court of competent jurisdiction to be invalid, such shall in no way affect the validity or enforceability of any other provision hereof.

Company	

Authorized Signature (Required Field)	Title
Printed Name	Date