

**NEW ACCOUNT / CREDIT APPLICATION FORM**

**ACCOUNT INFORMATION**

BILL TO NAME				DBA		
ADDRESS						
CITY, STATE, ZIP CODE					WEBSITE	
PHONE NO.			FAX NO.			YEARS IN BUSINESS UNDER CURRENT OWNERSHIP
CORPORATION/LLC ___ LIMITED PARTNERSHIP ___ GENERAL PARTNERSHIP ___ SOLE PROPRIETORSHIP ___ STATE ___					FEDERAL TAX ID	
SHIP TO NAME (SUPPLY DETAILED LIST IF MORE THAN 1 LOCATION)					D & B NO.	
SHIP TO ADDRESS					NUMBER OF STORES	
CITY, STATE, ZIP CODE					NUMBER OF EMPLOYEES	
PHONE NO.			FAX NO.	DUNS NO.		

**PRINCIPAL/CONTACT INFORMATION OF APPLICANT**

NAME OF PRINCIPAL/OFFICER	EMAIL ADDRESS	PHONE NO.	FAX NO.
ACCOUNTS PAYABLE CONTACT	TITLE	EMAIL ADDRESS	PHONE NO.

**MAJOR TRADE REFERENCES**

SUPPLIER NAME	ADDRESS	CONTACT NAME	PHONE NO.	FAX NO.

**AUTHORIZATION TO RELEASE BANK INFORMATION**

Applicant authorizes each of the following banks to provide to BELLA + CANVAS all requested bank account information including full account balance history information. Initial:

ACCOUNT NAME	CONTACT NAME	ACCOUNT NO.	PHONE NO.

Please check one:

Applicant has attached a current financial statement and is requesting a credit limit of USD \_\_\_\_\_.

Applicant is willing to pay by credit card for all future orders. (Contact your account representative for credit card authorization form.)

Are any assets of the company pledged as security for debt? YES \_\_\_ NO \_\_\_

RATING

BUSINESS DATE PG

LIMIT DATE

FOR OFFICE USE ONLY

**INVOICE DELIVERY METHOD (Please support our Green Initiative)**

Applicant authorizes BELLA+CANVAS to deliver invoices via email to the following email address:

**RESALE CERTIFICATE**

**TO: BELLA+CANVAS**

Applicant hereby certifies that (i) s/he/it holds a valid seller's permit no. \_\_\_\_\_ issued pursuant to the state of \_\_\_\_\_'s Sales and Use Tax Laws, (ii) is engaged in the business of selling \_\_\_\_\_ and (iii) the tangible personal property described herein which Applicant shall purchase from BELLA+CANVAS for resale in the form of tangible personal property only . APPLICANT MUST ATTACH COPY OF RESALE CERTIFICATE TO THIS FORM.

NAME OF AUTHORIZED PERSON	SIGNATURE	
ADDRESS	CITY, STATE ZIP	

**TERMS AND CONDITIONS**

Applicant certifies that all of the information above is true and correct. Applicant agrees that all accounts are due and payable by the applicable due date/s at the creditor's address. If any accounts are not paid within terms, Applicant agrees to pay any applicable finance charges, collection fees and legal fees, whether or not suit is filed. The undersigned signing on behalf of Applicant represents and warrants that s/he is duly authorized to sign on behalf of Applicant for all purposes of this Application.

SIGNATURE	TITLE	
NAME	DATE	

**UNCONDITIONAL GUARANTEE**

In order to induce BELLA+CANVAS to sell merchandise and/or services to (Print below full name of Applicant) \_\_\_\_\_ ("Debtor"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby unconditionally and primarily guarantees and promises to pay to and perform on demand by BELLA+CANVAS at 6670 Flotilla St, Los Angeles, CA, 90040, its successors and assigns, all obligations and indebtedness now outstanding of, or at any time in the future incurred by, Debtor.

This is an irrevocable and continuing guarantee and shall cover and apply to all obligations of Debtor to BELLA +CANVAS including without limitations, all sales of merchandise by BELLA+CANVAS to Debtor whether prior to or after submitting this Application.

To the maximum extent permitted by applicable law, the undersigned hereby waives presentment, demand, protest and notices, of every kind and description and all suretyship defenses and other defenses in the nature thereof including the cessation of liability of Debtor to BELLA+CANVAS for any reason except full payment.

The undersigned hereby agrees that it may be joined in any action against the Debtor and the recovery may be had against the undersigned in any such action or in any independent action against the undersigned without BELLA+CANVAS first pursuing or exhausting any remedy or claim against Debtor. The undersigned agrees that it will be conclusively bound by any judgment in any action by BELLA+CANVAS against Debtor. The undersigned guarantor hereby authorizes BELLA+CANVAS to access his/ her personal credit history via all lawful means available to BELLA+CANVAS as a basis for accepting this guarantee.

This guarantee and all rights hereunder shall be governed by the laws of the State of California.

WITNESS	GUARANTOR	
SIGNATURE	SIGNATURE	
PRINT NAME	PRINT NAME	
DATE:	DATE	
SALESMAN	SIGNATURE	
TERRITORY	PRINT NAME	
	SS #	

ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1) **PRICES:** ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO CUSTOMER. ALL ORDERS WILL BE BILLED AT THE PRICES PREVAILING AT THE TIME THE ORDER IS PLACED. CUSTOMER MUST NOTIFY BELLA+CANVAS IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THE SUBJECT INVOICE OF ANY PRICE DISPUTES. IF CUSTOMER FAILS TO NOTIFY BELLA+CANVAS WITHIN SUCH THAT 30-DAY PERIOD, ANY AND ALL CLAIMS OR CONTROVERSIES BROUGHT BY CUSTOMER AND RELATING TO SUCH PRICE DISPUTE SHALL BE DEEMED TIME BARRED AND WAIVED.
- 2) **ORDERS:** ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY BELLA+CANVAS. BELLA+CANVAS, IN ITS SOLE DISCRETION, SHALL DETERMINE THE CHANNELS OF DISTRIBUTION OF ITS PRODUCTS. BELLA+CANVAS RESERVES ALL OF ITS RIGHT TO REFUSE TO SUPPLY PRODUCT TO CUSTOMERS AND CERTAIN CUSTOMER LOCATIONS. ONLY THOSE CUSTOMER INTERNET SITES AUTHORIZED IN WRITING BY BELLA+CANVAS MAY SELL AND ADVERTISE BELLA+CANVAS PRODUCTS. BELLA+CANVAS ALSO RESERVES ALL RIGHTS TO PROHIBIT BELLA+CANVAS PRODUCTS FROM BEING ADVERTISED AND OR SOLD VIA THE INTERNET. BELLA+CANVAS MAY IMMEDIATELY TERMINATE THE ACCOUNT OF ANY CUSTOMER OR CUSTOMER INTERNET SITE SELLING BELLA+CANVAS PRODUCTS WITHOUT WRITTEN AUTHORIZATION, AND MAY BRING ANY LEGAL OR OTHER ACTION FOR BREACH OF THESE TERMS AND CONDITIONS. ALL SALES OF CLOSE-OUTS, IRREGULARS, SECONDS OR B-GRADE PRODUCTS ARE FINAL AND CANNOT BE RETURNED. ALL BACK ORDERS WILL BE SHIPPED F.O.B. SHIPPING POINT. NO CUSTOMER DEDUCTIONS ARE PERMITTED FOR FREIGHT, PARCEL POST, CHARGES OR LIKE CHARGES.
- 3) **TERMS OF PAYMENT:** PAYMENT FOR ORDERED GOODS IS DUE AND PAYABLE PURSUANT TO THE TIME PERIOD SPECIFIED IN THE APPLICABLE INVOICE AND THESE TERMS AND CONDITIONS. A SERVICE CHARGE OF 1½ % PER MONTH OR THE MAXIMUM PERMITTED BY LAW WILL BE CHARGED ON ALL PAYMENTS FOR GOODS NOT RECEIVED WITHIN THE NUMBER OF DAYS SPECIFIED ON THE INVOICE. CUSTOMER SHALL BE RESPONSIBLE FOR ALL COSTS, EXPENSES, COLLECTIONS AGENCY COMMISSIONS, AND REASONABLE ATTORNEYS FEES THAT BELLA+CANVAS MAY INCUR IN THE COLLECTION OF ANY PAST DUE INVOICES. BELLA+CANVAS, IN ITS SOLE DISCRETION, MAY TERMINATE CUSTOMER'S ACCOUNT AT ANY TIME SHOULD CUSTOMER BREACH ANY OF THE TERMS AND CONDITIONS CONTAINED HEREIN.
- 4) **RESTRICTIONS ON SALE:** CUSTOMER IS PROHIBITED FROM SELLING BELLA+CANVAS PRODUCTS OTHER THAN THROUGH A BELLA+CANVAS APPROVED CHANNEL OF DISTRIBUTION. CUSTOMER MUST PURCHASE ALL BELLA+CANVAS PRODUCTS SOLELY FROM BELLA+CANVAS. VIOLATIONS OF THESE CONDITIONS MAY RESULT IN IMMEDIATE TERMINATION OF CUSTOMER'S ACCOUNT.
- 5) **CANCELLATIONS:** ALL REQUESTS TO CANCEL ORDERS MUST BE SUBMITTED IN WRITING TO BELLA+CANVAS MANAGEMENT AT LEAST 45 DAYS BEFORE THE START SHIP DATE AND MUST BE APPROVED BY BELLA+CANVAS IN WRITING. CANCELLATIONS MAY AFFECT VOLUME DISCOUNTS AND MAY BE SUBJECT TO PROCESSING FEES. SPECIAL OR CUSTOM ORDERS OR SPECIAL MAKE UP (COLLECTIVELY, "SMU") PRODUCT ORDERS MAY NOT BE CANCELLED. BELLA+CANVAS WILL NOT ACCEPT RETURNS FOR UNAPPROVED CANCELLATIONS.
- 6) **DELIVERY:** CUSTOMER ASSUMES THE RISK OF DAMAGE TO OR LOSS OF PRODUCTS WHILE IN TRANSIT TO CUSTOMER. CUSTOMER MUST NOTIFY CARRIER OF ANY PRODUCT DAMAGE OR LOSS ON CARRIER'S DELIVERY RECEIPT AND IN ANY EVENT MUST NOTIFY CARRIER WITHIN 5 DAYS OF DISCOVERY OF ANY SUCH DAMAGE OR LOSS. CUSTOMER MUST REPORT ALL CONCEALED SHORTAGES OR OVERAGES TO THE BELLA+CANVAS CUSTOMER SERVICE DEPARTMENT WITHIN 5 DAYS OF DISCOVERING SUCH SHORTAGE OR OVERAGE. TO REPORT SHORTAGES OR OVERAGES, CUSTOMER MUST PROVIDE BELLA+CANVAS WITH AN INVOICE NUMBER OR ORDER NUMBER, AS WELL AS A LIST OF THE PRODUCTS AT ISSUE, ITEMIZED BY PRODUCT CODE, SIZE AND QUANTITY.
- 7) **NO TRANSHIPPING:** UNAUTHORIZED TRANSSHIPMENT OR RESALE OF ANY BELLA+CANVAS MERCHANDISE TO ANY PERSON OTHER THAN THE END CONSUMER IS STRICTLY PROHIBITED, MAY RESULT IN THE CANCELLATION OF EXISTING ORDERS, THE TERMINATION OF CUSTOMER'S BUSINESS RELATIONSHIP WITH BELLA+CANVAS, AND/OR LEGAL ACTION FOR, INCLUDING BUT NOT LIMITED TO, BREACH OF THESE TERMS AND CONDITIONS.

- 8) **INSPECTION BEFORE PRINTING:** CUSTOMER MUST INSPECT ALL MERCHANDISE BEFORE PRINTING. BELLA +CANVAS WILL NOT ACCEPT RETURNS OF ANY PRINTED OR OTHERWISE DECORATED MERCHANDISE, OR ANY WASHED MERCHANDISE UNDER ANY CIRCUMSTANCES.
  
- 9) **RETURN POLICY:** ALL RETURNS ARE SUBJECT TO RE-STOCKING CHARGES OF NOT LESS THAN 20%, MUST BE REQUESTED WITHIN 7 DAYS OF RECEIPT OF THE SUBJECT PRODUCT, AND MUST BE PRE-APPROVED IN WRITING BY BELLA+CANVAS MANAGEMENT. IF APPROVAL IS OBTAINED, CUSTOMER MUST NOTIFY BELLA+CANVAS CUSTOMER SERVICE OF ITS INTENT TO RETURN AUTHORIZED PRODUCT. ALL RETURN REQUESTS MUST BE ACCOMPANIED BY AN ORDER NUMBER OR INVOICE NUMBER, THE RETURN AUTHORIZATION NUMBER AND LABEL, BOTH OF WHICH MUST BE ATTACHED TO THE CARTON OR OTHER PACKAGING CONTAINING THE RETURNED PRODUCT. CUSTOMER IS RESPONSIBLE FOR ALL FREIGHT AND SHIPPING CHARGES ON ITEMS RETURNED THAT ARE NOT THE RESULT OF BELLA+CANVAS ERROR. ALL PRODUCTS MUST BE RETURNED IN THE SAME CONDITION IN WHICH RECEIVED. UPON RECEIPT AND INSPECTION OF RETURNED PRODUCT, A CREDIT WILL BE ISSUED IN THE AMOUNT EQUAL TO THE INVOICE PRICE OF SUCH RETURNED PRODUCT, LESS ANY APPLICABLE DISCOUNT. IF NO INVOICE NUMBER IS PROVIDED, BELLA+CANVAS WILL ISSUE CUSTOMER A CREDIT BASED ON THE THEN CURRENT PRODUCT PRICING. RETURNS OF DEFECTIVE PRODUCTS WILL BE HANDLED ON A CASE-BY- CASE BASIS, AT BELLA+CANVAS 'S SOLE DISCRETION. NO RETURNS OF SMU PRODUCT WILL BE APPROVED BY BELLA+CANVAS.
  
- 10) **PRODUCT WARRANTY:** BELLA+CANVAS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTEIS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  
- 11) **LIMITATION OF LIABILITY:** IN NO EVENT SHALL BELLA+CANVAS BE LIABLE TO THE CUSTOMER FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN CONTRACT (INCLUDING BREACH OF WARRANTY), IN TORT (INLCUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF BELLA+CANVAS HAS BEEN NOTIFIED OR OTHERWISE MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
  
- 12) **FAIR LABOR STANDARDS ACT:** BELLA+CANVAS HEREBY CERTIFIES THAT THE MERCHANDISE COVERED BY ANY BELLA+CANVAS INVOICE WAS MANUFACTURED IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.
  
- 13) **FORCE MAJEURE:** BELLA+CANVAS SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN DELIVERY OR IN ITS PERFORMANCE UNDER THESE TERMS AND CONDITIONS OR OTHERWISE DUE TO ANY CAUSE BEYOND BELLA +CANVAS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF WAR OR CIVIL INSURRECTION, NATIONAL EMERGENCIES, ACTS OF GOD, FIRE, EXPLOSION, STORM, EARTHQUAKE, FLOOD, EMBARGO, RIOT, SABOTAGE, INDUSTRY-WIDE STRIKES, LOCKOUTS, LABOR DIFFICULTIES, SUPPLIER FAILURES, UNAVAILABILITY OR SHORTAGES OF MATERIALS, OR GOVERNMENTAL ACTS (COLLECTIVELY, "FORCE MAJEURE"). WHERE ANY PRODUCT SCHEDULED FOR DELIVERY BECOMES UNAVAILABLE AS A RESULT OF A FORCE MAJEURE EVENT, BELLA+CANVAS MAY, AT ITS SOLE DISCRETION, SUBSTITUTE SUCH PRODUCT WITH A COMPARABLE PRODUCT.
  
- 14) **GOVERING LAW; VENUE:** THESE TERMS AND CONDITIONS SHALL BE DEEMED TO HAVE BEEN ENTERED INTO IN THE STATE OF CALIFORNIA AND SHALL IN ALL RESPECTS BE INTERPRETED, ENFORCED AND GOVERNED UNDER THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD APPLY ANY OTHER STATE LAW. CUSTOMER HEREBY AGREES AND IRREVOCABLY CONSENTS TO SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF CALIFORNIA AND OF THE UNITED STATES OF AMERICA LOCATED IN THE STATE OF CALIFORNIA, FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS AND CONDITIONS. EACH PARTY HEREBY WAIVES THEIR RIGHT TO A JURY TRIAL IN ANY SUCH CONTROVERSY. ANY ACTION BY CUSTOMER FOR BREACH OF CONTRACT MUST BE COMMENCED WITHIN ONE YEAR FROM THE MERCHANDISE SHIP DATE.

- 15) **GENERAL:** ALL PURCHASES AND SALES OF BELLA+CANVAS'S PRODUCTS TO CUSTOMER SHALL BE MADE SOLELY ON THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL BE APPLICABLE IN FULL TO ALL SUCH PURCHASES AND SALES. ALL TERMS AND CONDITIONS CONTAINED IN ANY PURCHASE ORDER OR SIMILAR ORDER FORM FROM CUSTOMER ARE HEREBY REJECTED BY BELLA+CANVAS IN ALL RESPECTS. ANY MODIFICATION, SUPPLEMENT, OR AMENDMENT OF THESE TERMS AND CONDITIONS SHALL BE MADE IN WRITING BY BELLA+CANVAS AUTHORIZED MANAGEMENT REPRESENTATIVE ONLY. ANY TERM OR PROVISION OF THESE TERMS AND CONDITIONS THAT IS INVALID OR UNENFORCEABLE IN ANY SITUATION SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINING TERMS AND CONDITIONS OR THE VALIDITY OR ENFORCEABILITY OF THE OFFENDING TERM OR CONDITION IN ANY OTHER SITUATION. ACCEPTANCE OF THESE TERMS AND CONDITIONS SHALL BE CONFIRMED BY ELECTRONIC SIGNATURE COPY BY PDF, JPEG FILE OR COMPARABLE FORMAT OR BY FACSIMILE, AND ANY SUCH ELECTRONIC SIGNATURE COPY SHALL CONSTITUTE AN ORIGINAL FOR ALL PURPOSES. THESE TERMS AND CONDITIONS AND BELLA+CANVAS'S INVOICE CONTAIN THE ENTIRE AGREEMENT BETWEEN BELLA+CANVAS AND CUSTOMER, AND SUPERSEDES ALL PREVIOUS CONTRACTS OR AGREEMENTS BETWEEN BELLA+CANVAS AND CUSTOMER. CUSTOMER AGREES THAT BELLA+CANVAS IS NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, NOT INCLUDED ABOVE

**BY SIGNING BELOW, THE UNDERSIGNED, HEREBY AGREES TO THE ABOVE TERMS AND CONDITIONS IN ALL RESPECTS (AND, IF THE UNDERSIGNED IS A CORPORATION, LIMITED LIABILITY COMPANY OR ANY OTHER ENTITY, REPRESENTS THAT THE INDIVIDUAL SIGNING ON BEHALF OF UNDERSIGNED IS A DULY AUTHORIZED REPRESENTATIVE OF THE UNDERSIGNED TO SIGN ON BEHALF OF AND TO LEGALLY BIND SUCH ENTITY TO THE ABOVE TERMS AND CONDITIONS).**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

Please fax completed forms to (323) 727-2040.