

# Credit Agreement & Guarantee

## Business Entity Information

Business Name:

Mailing Address:

Street Address:

City:  State:  Zip:

Phone Number:  Fax:  Website:

Corporation  Partnership  Proprietorship  Other:

Tax I.D. No:  Dunn and Bradstreet (DnB) No:

Year Business Found:

## Names of Principle Officers, Partners, or Owners

Name:  Title:

Name:  Title:

Accounting Payables Contact:

E-mail:

## Bank References

Bank Name:  Contact Name:

Street Address:

City:  State:  Zip:

Phone Number:  Fax:  Account No:

## Trade References

Supplier Name:

Street Address:

City:  State:  Zip:

Contact:  E-mail:

Phone Number:

Supplier Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Supplier Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

## Sales Tax Exemption Form

We are required by law to charge Sales Tax, unless we receive a valid and current exemption certificate each year that we are doing business together. Please email your certificate to [info@labelflexinc.com](mailto:info@labelflexinc.com)

**All confidential credit and business information proved to Labelflex, Inc. will remain as such, for the exclusive use by our Administration.**

**THIS CREDIT AGREEMENT** ("Agreement") is made as of \_\_\_\_\_, by and between Labelflex, Inc., with its principal offices located at 1395 Brickell Avenue Suite 800. Miami, Florida 33131 ("Labelflex"), and \_\_\_\_\_, with its principal office located at the following address \_\_\_\_\_ ("Customer").

**NOW, THEREFORE**, in consideration of the representations and agreements set forth in this Agreement and the attached Credit Application, and other good and valuable consideration, the subsequently made from Labelflex, Inc. will be subject to the following terms and conditions:

- 1. Credit Limit:** Customer requests a credit limit in the amount of \$ \_\_\_\_\_
- 2. Credit Agreement Terms:** The Customer agrees that all amounts due to Labelflex, Inc. are payable in full, without offset, thirty (30) days from date of purchase.

**We require that you consistently have your payments arrive to us within 30 days or less, in order to keep your line of credit open and at its approved credit level.**

If for any reason you are to be late on payments, we ask that you contact us to inform us of the late payment.

- \*Payments exceeding 30 days past due will require that we place your account on a credit hold.
- \*Payments exceeding 60 days past due will be turned over to collections.

**3. Term and Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice to the other of its desire to terminate this Agreement. Termination shall not affect the Customer's obligations for purchases made prior to the effective Termination date.

**4. Default/Collection:** Customer shall pay to Labelflex, Inc. all costs of collection, including attorney's fees assessed at the rate of thirty-three and one-third percent (33 1/3 %) of the outstanding balance, which the Customer acknowledges to be reasonable, incurred by Labelflex, Inc. in enforcing the rights under this Agreement. Further, upon Customer's default, Labelflex may suspend further credit to the Customer and may, at Labelflex's sole option, require customers to submit its most recent year's balance sheet and profit and loss statement to Labelflex.

**5. Joint and Several Liabilities:** In the event that this Agreement and/or Guarantee are signed by more than one person, the liabilities and obligations of the Customer and/or Guarantor shall be joint and several, and the relative words herein shall be read as if written in the plural.

**6. Waiver of Trial by Jury:** CUSTOMER HEREBY WAIVES A TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM BROUGHT BY ANY OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED TO ANY BUSINESS DEALINGS BETWEEN THE PARTIES. CUSTOMER HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA FOR ALL ACTIONS RELATED TO OR ARISING OUT OF THE RELATIONSHIP OF THE PARTIES SHALL, AT THE SOLE SELECTION OF LABELFLEX, BE VENUE IN A FLORIDA COURT LOCATED IN BROWARD COUNTY, FLORIDA. THE CUSTOMER WAIVES DEFENSES OF LACK OF JURISDICTION, IMPROPER VENUE, AND INCONVENIENT FORUM.

**7. Assignment:** Customer agrees that this Agreement and Customer's duties and obligations hereunder may not be assigned, delegated, subcontracted, or transferred without the prior written consent of Labelflex, and any such contrary assignment, delegation, subcontract or transfer is void.

**8. Governing Law:** This Agreement shall be governed by, and constructed in accordance with, the laws of the State of Florida in accordance with selection to be made solely by Labelflex, without regard to its conflict of law rules.

**9. Severability:** Should any provision of this Agreement be finally determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement, in which case the Agreement shall be terminated.

**10. Entire Agreement and Amendment:** This Agreement constitutes the entire agreement between the parties regarding its subject matter, and supersedes all prior understandings, representations, and agreements, whether oral or written, by either party. This Agreement may not be amended except in writing and signed by all parties.

**11. Credit Application:** Customer certifies and acknowledges that the information contained in this Agreement and the Credit Application is true and correct as of the date given above.

**12. Credit Investigation:** The undersigned authorizes inquiry as to credit information.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective as of the day and year first set forth above

Customer: [Redacted]

**LABELFLEX, Inc.**

Print Name: [Redacted]

Print Name: [Redacted]

Title: [Redacted]

Title: [Redacted]

Date: [Redacted]

Date: [Redacted]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**INTERNAL OFFICE USE ONLY**

Application Rec'd: [Redacted]

Tax Exempt Cert Rec'd: [Redacted]

DnB Report: [Redacted]

Terms Granted: [Redacted]

Credit Limit: [Redacted]

Notes: [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]