

www.awdistributors.com
<http://shop.awdistributors.com/>
 11035 Harry Hines Blvd Ste 214
 Dallas, Texas 75229



Tel: 214-351-0977
 Fax: 214-351-2022
 Toll Free: 800-373-1222

- Brick & Mortar (shop or store)
- Distributor/ Wholesaler
- Flea Market
- Mobile Installer
- Online Retailing (e-commerce)

*** Note: Incomplete Applications Will Not Be Processed***

All APPLICANTS ARE REQUIRED TO SUBMIT A PHOTOCOPY OF STATE ISSUED RESALE CERTIFICATE, DRIVERS LICENSE & CERTIFICATE OF OCCUPANCY

Company Name: _____ **Date:** / /

Tax Resale Number: _____ **Business Started:** / /

Circle One: Sole Proprietorship Partnership Corporation Payment method: ()Cash ()Check ()Credit Card

Telephone: _____ Fax: _____ Email: _____

Personal Contact Number: _____ Website: _____

Bill To Address:

City: _____ State: _____ ZIP Code: _____

Ship To Address:

City: _____ State: _____ ZIP Code: _____

Sole Proprietorship Information (Can't be same as above)

First Name: _____ Last Name: _____

Residential Address: _____ City: _____ State: _____ ZIP Code: _____

Social Security# _____ Driver License: _____ State: _____

Partnership/Additional Purchasers Information

First Name: _____ Last Name: _____

Residential Address: _____ City: _____ State: _____ ZIP Code: _____

Social Security# _____ Driver License: _____ State: _____

BUSINESS/TRADE REFERENCES

Reference Company:

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Fax: _____ E-mail: _____

Terms: _____ Sales Rep: _____

Reference Company:

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone: _____ Fax: _____ E-mail: _____

Terms: _____ Sales Rep: _____

Reference Company:		
Address:		
City:	State:	ZIP Code:
Telephone:	Fax:	E-mail:
Terms:	Sales Rep:	

How Did You Find Out About Us?

TERMS & CONDITIONS

- 1.) C.O.D. Orders: Payment method on C.O.D. orders greater than \$500.00 must be approved before shipment. Shipping and C.O.D. charges will be added to all C.O.D. orders.
- 2.) Pending Shipment: Any order that has a product we are unable to ship will be placed in pending shipment. We will ship as soon as possible unless otherwise advised to cancel pending shipment.
- 3.) Prepaid Orders: Payment must accompany order. Payment can be made by a cashier check, money order, company or certified check. Orders made with company or personal checks will be held until check clears. Call ahead for freight charges.
- 4.) NSF Checks: Any checks returned to A&W Distributors for non-sufficient funds will be subject to the District Attorney's office, plus all filing and court costs that this implies. A \$20.00 service charge will be assessed on all returned items.
- 5.) Open Accounts with terms: Credit will be extended to qualified firms with an approved credit application. **All orders are prepaid or C.O.D. until/if credit is approved.** Open Account terms are: Net 30 days. To establish a line of credit with A&W Distributors, an application must be submitted listing a minimum of three (3) references, listing the address, phone and fax number of each reference, and a bank reference. The application must be signed by a principle or authorized officer of the company. A credit line will be established by our credit manager. The account must be maintained with a current status according to the terms (net 30 days). Collection and attorney fees will be added to any account placed for collection.
- 6.) Upon approval of this application, A&W Distributors, in it's sole discretion, may assign applicant a maximum credit line and shall reserve the right to increase, decrease or terminate applicant's credit privileges under this application at any time without prior notice to applicant, except as otherwise provided by law.
- 7.) Payment of the purchase price for goods and/or services acquired from A&W Distributors shall be made pursuant to the terms set forth on each invoice and applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance on all invoices shall become due to A&W Distributors in full immediately upon default in payment of any invoice.
- 8.) Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any past due payment: pursuant to the terms set forth on each invoice until collected.
- 9.) Applicant hereby certifies that the information furnished under this application is true and correct.
- 10.) A&W Distributors expenses: Applicant shall pay to A&W Distributors all costs and expenses, including without limitation, reasonable attorney's fees of not less than 25% of amount owed as well as the fees of any collection agencies and court costs incurred by A&W Distributors in exercising any of its rights or remedies hereunder by enforcing any of the terms, conditions or provisions hereunder.
- 11.) General (a) no modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties (b) If any provision of this agreement is unenforceable, such unenforceability shall not affect the remainder of this agreement unless a failure of consideration would thereby result. (c) This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of Texas. (d) This agreement shall be binding upon and, except as otherwise provided herein, shall insure to the benefit of the parties hereto and their successors and assigns. (e) The rights and remedies granted herein are non-exclusive to those otherwise to those otherwise available under law of equity. (f) The terms and conditions of this contract and of any sales and payments made pursuant hereto are performable in Dallas County, Texas.
- 12.) Refused Shipments: A shipment that has been refused by the customer for any reason is subject to a 20% or minimum \$25.00 restocking fee on each product return.
- 13.) Returns/Restocking Fee: All sales are final. No returned goods will be accepted without prior written authorization. All goods returned must be in resale able condition. Returns will be subject to a restocking charge of a minimum 10%, maximum 25%. Any return without return authorization will be refused.
- 14.) Shortage/Damage: Claims must be made within five (5) working days. Any merchandise lost or damaged after shipment must be claim through Freight Company.
- 15.) To further secure the payment of amounts owed to A&W Distributors and to further induce A&W Distributors to extend credit to the applicant, applicant hereby authorizes, irrevocably, any attorney of any court of record to appear for applicant in said court, and confess judgment without process in favor of the holder of this credit application for such amount as may appear as may appear to be unpaid in conjunction therewith, hereby expressly waiving all benefit under the exemption laws of applicant's State of Domicile, with costs and ten percent, attorney's fees, and waive all errors in any such proceedings, and to consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.
- 16.) I, the undersigned, do hereby authorize A& W Distributors to contact the above business/trade references for obtaining credit for consideration of granting a credit line.

SIGNATURES

Print Full Name: _____	Print Full Name: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

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CREDIT CARD AUTHORIZATION

Please complete the following form if paying by credit card on file. For your security please include a photocopy of the card holders' drives license and rear of the credit card and fax back to our secure fax line at:

214-351-2022

COMPANY NAME: _____

BILLING ADDRESS OF CARD HOLDER: _____

CITY: _____ STATE: _____ ZIP Code: _____

CARD TYPE: () VISA () MASTERCARD () AMERICAN EXPRESS () DISCOVER

CARD NUMBER: _____

EXPIRATION DATE: _____ V-CODE: _____
(MONTH) (YEAR) (LAST 3 NUMBERS ON BACK OF CARD)

NAME ***EXACTLY*** AS IT APPEARS ON CARD: _____

OTHER AUTHORIZED USERS: _____

DRIVERS LICENCE# _____ ST: _____ EXPIRATION DATE: _____

SPECIAL INSTRUCTIONS: _____

If using American Express or Discover Cards be advised there will be a 3% processing fee.
I here authorize A&W Distributors to process payment for the telephone order to the above referred credit card. I assume responsibility for payment on orders made by the above listed authorized users. Any changes to account shall be made in writing to A&W Distributors. I have read and agree to the above mentioned conditions and terms.

Please remember to send the photocopies of Credit card and Drives Licenses

Card Holder Signature: _____ Date: _____

