

# Orlandi - Credit Application

Legal Business Name \_\_\_\_\_  
Doing Business As \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Zip \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_  
Type of Business \_\_\_\_\_ Date Established \_\_\_\_\_  
Under Current Ownership Since \_\_\_\_\_  
Contact For Billing / Accounts Payable \_\_\_\_\_  
If Affiliated, \_\_\_\_\_ Division, \_\_\_\_\_ Subsidiary, Indicate Parent Company \_\_\_\_\_  
Dun & Brad Street Rating (if any) \_\_\_\_\_ Sales Tax # \_\_\_\_\_  
Business Structure  
\_\_\_\_\_ Individually Owned \_\_\_\_\_ Corporation \_\_\_\_\_ Limited Partnership  
\_\_\_\_\_ General Partnership \_\_\_\_\_ Other (specify) \_\_\_\_\_  
Buyers Name \_\_\_\_\_ Owner's Name \_\_\_\_\_

## Bank Reference

Bank Name \_\_\_\_\_ Name of Officer to Contact \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone ( ) \_\_\_\_\_ Account # \_\_\_\_\_

## Commercial References

List below three names (*minimum*), of firms extending credit to your company, which bill you on an Open Account basis.

Firm Name	Street Address	City, State, Zip	Phone & Fax	Highest Credit Limit
1. _____	_____	_____	( ) _____	\$ _____
_____	_____	_____	( ) _____	_____
2. _____	_____	_____	( ) _____	\$ _____
_____	_____	_____	( ) _____	_____
3. _____	_____	_____	( ) _____	\$ _____
_____	_____	_____	( ) _____	_____
4. _____	_____	_____	( ) _____	\$ _____
_____	_____	_____	( ) _____	_____
5. _____	_____	_____	( ) _____	\$ _____
_____	_____	_____	( ) _____	_____

## Certificate of Resale

BLANKET FORM

No. of Purchaser \_\_\_\_\_

The undersigned hereby that all tangible personal property hereafter purchased by him/her is for purposes of resale, and assumes liability for payment of Retailer's Sales Tax, Occupation Tax or Use Tax with respect to receipts from the resale of this property to users or consumers. This certificate shall be considered a part of each order which we shall give, unless such order specifies otherwise. The undersigned having read and accepted the Terms & Conditions of Sale\* listed overleaf, hereby authorizes **Orlandi Statuary** to contact the references listed for due credit check.

Please Print: Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

\*The terms and conditions of sale covers all sales and transactions between **Orlandi Statuary** and the customer applying for credit without exception. No oral modification will be valid.

PLEASE NOTE: By accepting the Terms & Conditions and Submitting this form to Orlandi Statuary, you authorize Orlandi Statuary to process this application.

# Orlandi - Terms & Conditions

## TERMS & CONDITIONS OF SALE

1. Merchandise is shipped UPS/DHL/FedEx or common carrier (truck). All prices are FOB Chicago Illinois. All orders are subject to acceptance at our offices. We reserve the right to correct pricing errors and omissions.
2. All prices are subject to change without notification. Product availability is subject to prior sale.
3. Initial orders will be accepted using C.O.D., Prepay, MasterCard, Visa, Discover or American Express, unless an open billing account is established. For pre-paid orders using company/personal check, the order will be held 10 days for check clearance. All subsequent orders must meet the \$300 minimum.
4. We will be happy to extend open account terms to firms that can supply satisfactory trade references. Please complete the Orlandi Credit Application and Billing Agreement. Minimum order amount (to open a new billing account) is \$500 for initial order. Reorder minimum is \$300. Please allow 4-8 weeks for credit check.
5. Quantity discounts are available through Orlandi Statuary home office only. All discounts or anticipations are only valid for payments(s) made within terms.
6. Our regular terms of sale are **Net 30 days** or as agreed upon.
7. Customer will indemnify and hold harmless Orlandi Statuary from any interruption or loss of service, any loss of business or other consequential damage(s) or claim(s) based on Orlandi's ability or inability to supply any products, services or documentation provided. Further it is agreed that this hold harmless indemnity survives the termination of the business relationship.
8. The customer agrees to pay all invoices within the terms listed. A two percent (2%) late fee per month (24% per annum or the maximum allowed by law) will be charged and payable on all delinquencies. In the event this account becomes delinquent and is turned over to a collection agency or attorney for collection, the customer agrees to pay any and all costs, fees and expenses (including attorneys, fees, costs and expenses) incurred in enforcing any of Orlandi's rights hereunder, and to the extent not paid the same shall become part of customer's liabilities hereunder.
9. Our merchandise is packed by experienced packers using above standard packing methods and materials approved by Carriers. Carriers are liable for damage in transit, concealed or apparent, **Please examine the shipment at once. Report any damage to the delivering carrier within 48 hours.** They will make an inspection report. Send this report along with other shipping papers to the carrier with claim.
10. United Parcel Service (UPS) or DHL or Federal Express (FedEx) shipments: Notify Orlandi of any damage for goods received via UPS/DHL/FedEx, as well as notify the local office of the carrier. We will in turn file a claim with UPS/DHL/FedEx. **IMPORTANT: Damaged merchandise must remain in the original master carton with all packing material from the carton. UPS/DHL/FedEx will inspect the damaged merchandise and the carton and authorize pick up accordingly.** When we receive the merchandise back at our warehouse(s) we will issue due credit/replacement. Please note that we cannot issue credit if you do not keep the master carton and all packing material available for inspection by the carrier representative. In this event the carriers normally reject all claims of damage(s), and as we will have no recourse to collect the cost of goods damaged by the carrier, we will not be able to issue credit to you. If you have any questions or problems, please call our Customer Service Department.
11. Please sign for only the number of packages delivered to you by the carrier. **Any shortage not accounted for by the carrier's delivery receipt, or Defects in merchandise, must be reported to Orlandi within ten (10) days of receipt of merchandise.** No credit can be allowed unless authorized by Orlandi Statuary Customer Service Department.
12. No returns will be accepted without prior authorization. Unauthorized returns may be subject to a 25% restocking charge and freight charges as applicable.
13. As an inducement for Orlandi to extend credit, the customer, irrevocably, agrees that, subject to Orlandi's sole and absolute election, all actions and proceedings in any way, manner or respect, arising out of, or from, or related to these terms and conditions of sale, shall be litigated or arbitrated, in courts having suits within the County of Cook, State of Illinois. Customer hereby consents and submits to the jurisdiction of any local, state or federal court located within said city and state.
14. If any provision of this agreement, or the application thereof to a party or circumstance is held invalid or unenforceable, the remainder of this agreement and the application thereof to other parties or circumstances will not be affected thereby.