For Office Use Only	,		
Date Rec. : Territory #:			Approval:
Last Update:	Account #:		
		Second Street Credit App	lication
		00 South Priest Drive, Tempe, AZ	
Phone:	1-800-528-6480	Fax: 1-800-554-7554	Email: <u>sales@amegolf.net</u>
New Customer	Information		
	[ ] Club Account	[ ] Off-Course Retail	[ ] Other
Club Name		Business Entity	Responsible for Payment:
Туре	Private Public Semi-Private Mur	icipal	
Shop Name:		·	
Shop Owner:		Federal Tax ID:	
	Club Pro Other	Date Established	d: How Long in Business:
Months Open:	ns Open: Age of Facility Management Co. (If Applicable):		
Address (As to ap	opear on Invoices):		
BILL TO:		SHIP TO:	
Attn:			tn:
Name:			me:
Dba: Address:			a:
7 444 6661			
Phone:		Ph	one:
Fax:		Fa	x:
Accounting Cont	act:	Primary Golf	Shop Contact / Merchandise Controller:
Name:		Na	ame:
Phone:		Ph	ione:
Email:			nail:
[_] Check	there to have invoices as "Emailed Only"	o AP contact	
Bank Reference	-		
Account #	Pho	ne ()	Fax ()
Trade Reference	ces		
Vendor	Pho	ne ()	Fax ()
	Pho		
	Pho		
Vendor	Pho	ne ()	Fax ()
<b>a</b> :		_	
Signature:		T	
Printed Name:		D	ate

\*\* Signature grants permission to contact references for credit worthiness and represents acknowledgement and agreement to AM&E's Terms and Conditions (PLEASE MAKE SPECIAL NOTE OF SECTION 1, LINES #8 and #9),



# **TERMS & CONDITIONS ON OPEN ACCOUNT CUSTOMERS**

# PARTIES HEREBY AGREE THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- The purchaser hereby agrees that all amounts due for goods and services purchased from Arizona Manufacturing & Embroidery, Inc ("AM&E") are payable at 1200 South Priest Drive, Tempe, Arizona 85281 within 30 days of invoice date.
- 2. The purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney for collection, reasonable attorney's fees plus all court and attendant collection costs. These fees will also include the cost of travel (air fares, car rentals, lodging, meals, etc.) to collect or file any court motions required in the collection process.
- 3. The purchaser also agrees to waive any rights afforded under bankruptcy laws in their state or states for protection in cases of nonpayment. The principle officers/owners stand responsible in full for all debts owed to AM&E without reservation or argument.
- 4. Failure to pay in a timely manner may result in a report being filed with Experian, Trans Union, Equifax, and other credit reporting agencies. This report may automatically be executed at 91 days from Invoice date if payment has not been received at Arizona Manufacturing & Embroidery, Inc, 1200 South Priest Drive, Tempe, Arizona 85281. Payment arrangement may be made to satisfy the demand and avert this process by paying with a Master card or Visa card before that date.
- 5. The parties hereby acknowledge that the goods and /or services purchased from AM&E are not payable in installments, but are payable in full as stated herein (Invoiced).
- 6. New orders are subject to review if account is beyond terms or there is a history of late payment.
- 7. By signing the Credit Application, authorization is given to AM&E to check with and receive information from all financial institutions and references given to determine adequate credit limits.
- 8. All images, information, depictions, and concepts on www.AMEgolf.net are the sole property of AM&E, and may not be used in any public mediums (including web sales and/or images) without the express written permission of AM&E. AM&E's name or logo cannot be used in any form without the express written permission of AM&E.
- 9. Internet sales of AM&E's products are <u>strictly prohibited</u> without the express written permission of AM&E.

# PRIVACY POLICY:

Sensitive customer information, such as credit card and bank account numbers, will NOT persist in an online environment or other computer network medium where the information could be comprised by third parties. This information will be discarded once all pending materials relating to an order are received, if applicable, and the order is approved. Contact, order, and any credit on account information will be kept in a hard file at AM&E's corporate office. This information would include any credit card or bank details submitted to AM&E along with an order.

### CANCELLATION OF ORDER:

Once an order is received and entered at AM&E, your organization will have up to 24 hours to cancel a portion of or the entire order. A fee may be incurred if any work has been performed on your order prior to the notice of cancellation. If you cancel after 24 hours, you will incur the full cost of the portion of or entire order being canceled.

### CHECKING ORDER STATUS:

When calling (800-528-6480) to inquire on the status of your order, please have the following information:

- (a) Your customer account number if you have an Open Credit Account with us.
- (b) Your company name, ZIP code and phone number.
- (c) AM&E Order Number, or Purchase order number or tag name [If you assigned one to the order].

## CREDIT MEMO POLICY:

Credit memos will be issued within 30 days of initial credit communications at a value not to exceed the original invoice amount and applying the specific policies outlined below. PLEASE OPEN PACKAGES IMMEDIATELY UPON RECEIPT TO VERIFY CORRECTNESS OF YOUR ORDER.



\*\* Request for credit must be made within 20 days of the invoice date.

# **RETURN GOODS POLICY:**

AM&E will accept the return of merchandise if the following conditions are met:

- a) Prior permission must be obtained before returning items. If returned without permission, the returned goods will not be accepted. Call (800) 528-6480 for an authorization to return goods with an explanation of the problem causing the return request.
- b) AM&E must be notified of all defects within 10 business days of receipt of the product.
- c) The product being returned must be the current version and not obsolete inventory.
- d) Merchandise being returned must be accompanied by a copy of the original invoice or packing list.
- e) Merchandise must be in resalable condition (undamaged). If not, the items will not be acceptable and the invoice will stand as due in full.
- f) AM&E will issue credit based upon the original invoice amount for the resalable quantity (excluding freight cost, unless it was an error on the part of AM&E).
- g) All merchandise must be returned to the plant of origin before credit will be issued. AM&E sales consultants will not pick up, issue credit, and/or return package goods for you.

# MERCHANDISE NOT RECEIVED:

- a) All claims for missing undelivered merchandise must be made within ten (10) days of the invoice date. Call (800) 528-6480.
- b) AM&E will initiate an inquiry regarding the merchandise with the carrier immediately.
- c) The customer will be notified of the results of the tracer within 24 hours if possible. This will include the date and the name of the individual who signed for the shipment. If a written tracer is requested, allow up to two weeks for the processing by the Center.
- d) If the customer requests a replacement of the order prior to receiving the results of the tracer, the customer is liable for all orders received.

### BILLING ERRORS:

We will credit and re-bill the customer within one (1) week of the notification of the error.

## FREIGHT CHARGES:

Freight is based on the weight of the merchandise upon shipment. If a partial shipment is requested, freight will be charged on each shipment made.

Transportation: Unless the customer gives special instruction, AM&E will use FedEx for all shipments. Orders given to a common carrier by AM&E, constitutes delivery, transfer of title, and possession to the buyer. Inside delivery must be indicated at the time of order entry.

Dates: Delivery of shipping dates is not guaranteed. Commercially reasonable efforts will always be made to accommodate customer's requested delivery date. Missing a delivery date does not permit cancellation of an order or refusal of delivered products.

Transfer of Title and Possession: Delivery to the carrier constitutes delivery and transfer of title and possession to the customer. AM&E products are carefully inspected prior to leaving our plant in good condition and in approved containers. Any claim for damaged, lost or delayed shipment must originate with the consignee and must be filed against the carrier making delivery. Signing carrier paperwork at the time of delivery indicates acceptance of the shipment. AM&E personnel will be glad to assist our customer if a problem should occur.

Claims: No claims for shortage will be honored by AM&E more than ten (10) days after the goods are received by the customer. Check your order upon arrival and contact us immediately if there is a problem at (800) 528-6480.

### LIABILITY:



- a) AM&E is not responsible for errors due to the customer's provision of incorrect or incomplete information when submitting the order. The customer is responsible to insure that they have correctly chosen and included all correct styles, colors, logos, and options.
- b) AM&E is not responsible for order mistakes due to the lack of due diligence on the part of the customer in supplying and specifying the correct order information, placing, typestyles, spelling, logo, numbering, special wording, banking, or other information that the customer should have supplied with the order.
- c) AM&E's liability for errors due to our mistakes is limited to the replacement of the item by the plant or credit for the items invoiced. AM&E can not be responsible for any consequential cost incurred.
- d) Custom orders tailored to the customer specifications are the responsibility of the customer to protect themselves and AM&E against violations of existing patents, copyrights, and personal rights. All customer property on AM&E premises is held at the customer's risk. The customer is solely responsible and financially liable for all costs associated with infringement of patent, copyrights, and other personal rights.

# SHIPMENT LABELS:

AM&E will ship merchandise direct to the customer as listed in the ship to information using our labels and name. If you wish to drop ship the merchandise directly to your customer, please furnish this information on the order form including contact phone numbers.

# ORDER ACCEPTANCE, CANCELLATIONS AND CHARGES:

- a) All orders, pricing, and delivery dates are subject to acceptance by AM&E. AM&E reserves the right to accept or reject any order.
- b) Once an order is received and entered at AM&E, your organization will have up to 24 hours to cancel a portion of or the entire order. If you cancel after 24 hours, you will incur the full cost of the portion of or entire order being canceled.
- c) All changes to an order should be in writing or faxed when applicable. Verbal instructions must be confirmed in writing or fax in order to avoid misunderstandings. Fax to (800) 554-7554. Mail to: 1200 South Priest Drive, Tempe, AZ 85281.

### WARRANTY:

- a) All products bearing AM&E's name are warranted to be free from defects in material and workmanship:
- b) Our commitment is to provide our customers with superior quality merchandise. We do not normally offer price adjustments for products with quality related defects. Our policy is to replace all unsatisfactory products with products that meet the customer's quality expectations.
- c) All quality complaints/return requests will be resolved by replacement of the order. Questions should be addressed to Customer Service at (800) 528-6480.
- d) AM&E is not responsible for order mistakes due to the lack of due diligence on the part of the customer in supplying and specifying the correct order information, placing, typestyles, spelling, logo, numbering, special wording, banking, or other information that the customer should have supplied with the order.
- e) Replacements will be treated as a high priority RUSH order.