

CASH & CARRY NEW A Please complete the application fully and ret		FORM (KNOW	YOUR CUS	STOMER)	
LEGAL BUSINESS NAME:			D.B.A	D.B.A / TRADE STYLE:		
BUSINESS ADDRESS:				MAILING ADDRESS: (If different from business address)		
CITY: STATE & ZIP:			CITY:			
TEL: FAX:		CELL:	CELL:			
EMAIL:			WEB U	WEB URL:		
BUSINESS INFORMATI	ION					
FED TAX ID: JBT ID:				RESALE TAX:		
(Note: If applicable, copy of reseller or tax exemption c TYPE OF BUSINESS:	ertificate required.)		□ whol	FSΔIFR	MANUFACTURER	
LEGAL STATUS OF ORGANIZATION:	☐ PRIVATE CORP	· ·		ERSHIP	☐ INDIVIDUAL	
	 T			<u></u>		
YEARS IN BUSINESS:	YEARS AT PRESENT LOCATIO	DN:		STATE OF REGISTR	ATION OR INCORPORATION:	
NAME OF PERSON RESPONSIBLE FOR ACCO	DUNTS PAYABLE	NAME:				
TEL:		EMAIL:	EMAIL:			
LIST OF OWNERS OR	AUTHORIZED PER	RSONS	RESP	ONSIBLE FO	OR PURCHASING	
FIRST & LAST NAME:			FIRST & LAST NAME:			
TITLE:			TITLE:			
RESIDENT ADDRESS:			RESIDI	RESIDENT ADDRESS:		
CITY: STATE & ZIP:			CITY:	CITY: STATE & ZIP:		
PHONE:			PHON	PHONE:		
SOCIAL SECURITY:			SOCIA	SOCIAL SECURITY:		
STATE ID:			STATE	STATE ID:		
EMAIL:			EMAIL	EMAIL:		
TRADE REFERENCES	(LIST ALL 3 REFERENCES)					
COMPANY NAME:	COMPANY	COMPANY NAME:			COMPANY NAME:	
PHONE:	PHONE:	PHONE:			PHONE:	
FAX:	FAX:	FAX:			FAX:	

IN ORDER TO OBTAIN CREDIT FOR THE PURCHASE OF MERCHANDISE, Applicant/Buyer and individual (herein after \"Obligor") warrants the validity of the information contained herein and authorizes Houston jewelry Liquidators (collectively referred to as "HJL") to check credit, employment history, perform a personal background check, bank and trade references of the Obligor. Obligor further grants permission to HJL to ask questions about other's credit experience with Obligor. Obligor acknowledges that reputation is key to the establishment of any trusting business relationship. Obligor releases HJL and/or its agents and any person or entity that provides information pursuant to this authorization from any and all liabilities, claims, or lawsuits in regard to the information obtained from any and all sources.

By signing this application ("Application"), the individual executing this Application represents that he is a duly authorized principal, partner, representative or agent of the Obligor with the authority to bind the Obligor, its predecessors, successors, assigns, subsidiaries, parent companies, shareholders, directors, officers, principals, employees and agents. In addition to the duties and obligations of the Obligor herein, the individual executing this Application will be personally liable to HJL for the unpaid debts incurred by the Obligor as a result of the transaction(s) performed under this Application. Payment in full of the account (the "Account") established as a part of this Application is due and payable on or before the thirty (30th) day after receipt of the merchandise (the "Merchandise") provided as a part of this Application. Accounts not paid in full within thirty (30) days after receipt of the Merchandise are past due and accrue interest at the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by law. HJL may, from time to time, allow partial payments on the Account. Acceptance of partial payments shall not be construed as a course of dealing between the parties or alter the past due status of Accounts not paid in full within thirty (30) days after receipt of Merchandise. HJL retains the right to charge interest as set forth herein and demand full payment from Obligor at any time for past due Accounts. Transactions between HJL and Obligor after the date of execution of this Application ("Future Transactions") shall be governed by this Application and incorporated into this transaction so as to constitute a single transaction. Future Transactions shall not alter any past due status of the Account.

This Application is intended to be a security agreement and a financing statement pursuant to the uniform commercial code. The amount of indebtedness secured by this security agreement shall be the amount due or to become due under invoices issued by HJL for the Merchandise. Obligor hereby grants HJL a security interest in all inventories, accounts receivable, fixtures furniture and all equipment (the "Collateral"), together with all proceeds of the Collateral. Any reproduction of this Application shall be sufficient as a financing statement. Obligor grants HJL a security interest in the Collateral to secure Obligor's performance in all obligation owed by Obligor to HJL. Obligor further grants HJL an irrevocable power of attorney to execute and file a financing statement evidencing HJL security interest.

Obligor acknowledges that signing for any delivery, by whatever method, constitutes receipt of the Merchandise. Obligor has the right to examine the Merchandise upon receipt and has thirty (30) days to notify HJL of any claim for damages on account of condition, grade or quality of the Merchandise or that the Merchandise is not of the kind requested. Notice of any such claim must be provided to HJL in the manner required by law and must provide HJL a reasonable amount of time to cure such claim. Failure to provide notice of any such claim to HJL within thirty (30) days of receipt will constitute irrevocable acceptance of the Merchandise. Further, failure to provide notice of such claim within the aforementioned time will waive any rights of the Obligor to a claim for breach of fitness or merchantability. Although Obligor has thirty (30) days to examine the Merchandise, the Merchandise may not be returned after ten (10) days of receipt without HJL written authorization. Obligor agrees to pay a re-stocking charge equal to eighteen percent (18%) of the invoice purchase price on the Merchandise returned after thirty (30) days from date of receipt. Return of any of the Merchandise revokes any discount received on the Merchandise retained.

Obligor, if an individual, represents that he is not now in the US military and will notify HJL, in writing, if such status changes. Obligor, if not conducting business within the 50 United States (Territories and Possessions expressly excluded), hereby agrees that any judgment obtained by HJL hereunder shall be res judicata and shall not be opposed, defended or re-litigated upon domestication, enrollment or recording in the Obligor's or Guarantor's domicile.

Obligor further agrees that this Agreement shall be construed as a confession of judgment upon enrollment or recording in its domicile.

Obligor further agrees to pay all costs, NSF returned check fee, court costs and attorney's fees whether suit is filed or not. The jurisdiction and venue for any litigation instituted as a result of this Application shall be in Harris County, Texas. HJL, at its sole election, may alternatively institute litigation in Albany County, New York. Any election made by HJL hereunder or failure by HJL to enforce any part of this Application shall not constitute a waiver of any of the rights or remedies afforded to HJL by this Application or by statute. The individual signing this Application, as both the duly authorized representative of Obligor and individually, acknowledges and warrants the he has read, understands and agrees to be bound by all of the terms and conditions set forth in this Application. Representatives of HJL are not authorized to make any oral promises to you. The only representations made by HJL are those contained in this Application and no others. Any changes or modifications to the terms of this Application must be in writing and agreed to by both HJL and Obligor. Any reference to gender made in this Application is to be construed as neutral.

APPLICANT NAME:	DATE:
APPLICANT'S SIGNATURE:	TITLE:

GUARANTEE:

IN CONSIDERATION FOR THE EXTENSION OF CREDIT BY AV TO THE OBLIGOR, THE UNDERSIGNED (HEREINAFTER "GUARANTOR") UNCONDITIONALLY AND IRREVOCABLY GUARANTEES PAYMENT OF ALL OBLIGATIONS INCURRED BY THE OBLIGOR, INCLUDING ALL RENEWALS, EXTENSIONS OR ADDITIONS TOGETHER WITH THE IMPOSITION OF INTEREST, ATTORNEY'S FEES AND COURT COSTS, EVEN WITHOUT THE INSTITUTION OF SUIT. THIS GUARANTEE IS CONTINUING AND WILL APPLY TO ANY AND ALL PURCHASES MADE BY OBLIGOR INCLUDING FUTURE TRANSACTIONS. GUARANTOR FURTHER AGREES THAT IN THE EVENT THE ACCOUNT ESTABLISHED BY THIS APPLICATION IS PLACED WITH AN ATTORNEY OR AGENCY FOR COLLECTION, GUARANTOR WILL PAY ALL REASONABLE AND NECESSARY ATTORNEY'S FEES AND COSTS OF COLLECTION. GUARANTOR CONSENTS TO JURISDICTION AND VENUE IN HARRIS COUNTY, TEXAS IN THE EVENT OF LITIGATION ARISING IN CONNECTION WITH ANY MATTER BETWEEN THE PARTIES. GUARANTOR FURTHER CONSENTS THAT AV, AT ITS SOLE ELECTION, MAY INSTITUTE LITIGATION IN ALBANY COUNTY, NEW YORK.

GUARANTOR SIGNATURE: (Applicant must sign if no other guarantor)	DATE:		
PRINTED NAME OF GUARANTOR:	DATE OF BIRTH:		
I.D. STATE:	I.D. NUMBER:		
ADDRESS:	CITY: STATE & ZIP:		

FOR OFFICE USE ONLY					
CREDIT TERMS:	CREDIT LIMIT:				
DISCOUNT RATE SPECIAL:	REGULAR:				
APPROVED BY:	SALES ASSOCIATE:				