



Credit Application (Canada)

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NEW ACCOUNT INFORMATION

GENERAL INFORMATION

IMPORTANT: EVERY NEW ACCOUNT MUST HAVE THESE FORMS COMPLETED AND SIGNED

Credit Application for: **NATIONAL BOOK NETWORK**

Name of Business: _____ Dun & Bradstreet Number: _____

DBA Name: _____ Owner's Name: _____

Billing Address: _____ City: _____ Province: _____ Postal Code: _____

Shipping Address: _____ City: _____ Province: _____ Postal Code: _____

Telephone Number: _____ Fax Number: _____ A/P Manager: _____ A/P Manager's Number: _____

Check where applicable: _____ Federal CST Number: _____ -or- Social Security Number: _____
 Corporation Partnership Sole Ownership

ACCOUNT INFORMATION

When did this business begin? _____ What type of business is this? _____ Do shipments require P.O. number? Yes No Do shipments require dept. number? Yes No

Is this a change of ownership? Yes No If yes, list former business name: _____ Account number (if applicable): _____

BANKING REFERENCES

Principle Bank: _____ Bank Officer: _____ Fax #: _____ Telephone #: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

TRADE REFERENCES

Name: _____ Account #: _____ Fax #: _____ Telephone #: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

Name: _____ Account #: _____ Fax #: _____ Telephone #: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

Name: _____ Account #: _____ Fax #: _____ Telephone #: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

MERCHANDISE DISTRIBUTION PLEASE ITEMIZE BRANCH STORES TO WHICH YOU WILL BE DISTRIBUTING OUR MERCHANDISE

Store Name	Store Number / Mark For	Dept. Number	Store Address (City, Province, and Postal Code)
1			
2			
3			
4			
5			

• APPLICANT FINANCIAL DISCLOSURE •

APPLICANT MUST ATTACH COMPLETED UNIFORM SALES AND USE TAX CERTIFICATE TO BE CONSIDERED FOR APPROVAL.

I have read and understand the CONDITIONS OF SALE associated with this agreement.

This information is given for the purpose of obtaining credit and is warranted to be true. I/We authorize National Book Network to investigate the references listed pertaining to my/our credit and financial responsibilities.

Authorized Signature: _____ Title: _____ Date: _____

X

UNIFORM SALES AND USE TAX CERTIFICATE

MULTIJURISDICTIONAL

Issued to Seller. NATIONAL BOOK NETWORK

Address 15200 NBN WAY. P.O. BOX 6798

City: BLUE RIDGE SUMMIT

State: PENNSYLVANIA **Zip:** 17214

I certify that:

Account Name: _____

Address: _____

City: _____

State: _____ ZIP: _____

is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesales or resale in the normal course of our business.

State	Registration or ID Number	State	Registration or ID Number	State	Registration or ID Number
AL	.	ME	.	SC	.
AK	.	MD	.	SD	.
AR	.	MA	.	TN	.
AZ	.	MI	.	TX	.
CO	.	MN	.	UT	.
CT	.	MO	.	VT	.
DC	.	NE	.	WA	.
GA	.	NV	.	WI	.
ID	.	ND	.	WV	.
IL	.	OK	.	WY	.
IA	.	PA	.	.	.
KS	.	RI	.	.	If the state you are providing a registration for is not listed, provide a separate certificate.

I further certify that, if any property so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax, we will pay the tax due directly to the proper authority when the state law so provides or inform the seller for added tax billing. This certificate shall be part of each order heretofore given to you and which we may hereafter give to you unless otherwise specified and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalty of perjury, I swear or *affirm that* the information on this form is true and correct as to every material matter.

Authorized Signature: (Owner, Partner or
Corporate Officer)

Title

Date

X _____

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers: In order to comply with the majority of state and local sales tax law requirements, National Book Network must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, NBN is obliged to collect tax for the state in which the property is delivered. If you are entitled to sales tax exemption, then you should complete the certificate and send it to NBN at your earliest convenience. If your purchases are tax free for a reason for which this form does not provide, then you should send NBN your special certificate or statement.

Caution to Seller In order for this certificate to be accepted in good faith by NBN, NBN must exercise cause that the property being sold is of a type normally sold wholesale or resold. NBN failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by NBN or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

1. IF THE STATE YOU ARE PROVIDING A REGISTRATION OF IDENTIFICATION NUMBER FOR IS NOT LISTED ON THE MULTIJURISDICTIONAL FORM, THEN YOU ARE REQUIRED TO PROVIDE A SEPARATE CERTIFICATE.
2. Arizona and Oklahoma will hold NBN liable for sales tax due on any sales with respect to which an exemption certificate is found to be invalid, for whatever reason.
3. Illinois and Maine do not have an exemption on sales of property for subsequent lease or rental.
4. Rhode Island and Wisconsin allow this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.
5. Washington requires blanket resale certificates to be renewed at intervals not to exceed four years.

SHIPPING INSTRUCTIONS

Account Name: _____

Select your account Back Order Terms:

_____ All back order permitted (Y)

_____ Back order Not Yet Published titles only (P)

_____ No back orders permitted (N)

Number of week to backorder:

Not yet published _____ weeks (52 if not specified)

All others _____ weeks (12 if not specified)

Unless otherwise instructed, accounts that allow back orders will be set up to consolidate on a 5 book/30 day basis.

Select your freight methods:

Under 200 lbs. or under _____ lbs.

_____ UPS Commercial

_____ RPS Commercial

_____ UPS Consignee

_____ RPS Collect

_____ UPS Collect/Account # _____ **(REQUIRED)**

_____ Other _____

Over 200 lbs. or over _____ lbs.

_____ UPS 100 Weight

_____ RPS Multi-weight

_____ Truck:

_____ Prepaid

_____ 3rd Party Billing/Account # _____ **(REQUIRED)**

_____ Collect/Account # _____ **(REQUIRED)**

_____ Other _____

Other specifications:



ALL QUOTATIONS AND SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

CONTROLLING PROVISIONS These terms shall supersede my provisions, terms and conditions contained on my confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. If a purchase order on a form provided by Buyer in any way conflicts with or is inconsistent with the terms or conditions herein, the terms and conditions of these Conditions of Sale will prevail.

SHIPMENT All prices are F.O.B. Seller's distribution center. Method and route of shipment are at Seller's discretion unless the Buyer supplied explicit instructions. All shipments are insured at the Buyer's expense and made at the Buyer's risk. All freight, express and delivery charges shall be paid by the Buyer, or charged as a separate item to the Buyer. The acceptance of the merchandise by a common carrier shall CONSTITUTE DELIVERY. Title to goods held for shipping instructions or held at the request of the Buyer shall pass to the Buyer upon assembling of such goods and upon notice thereof to the Buyer, and thereafter such goods shall be held at the Buyer's risk. Partial deliveries shall be accepted by the Buyer and paid for at contract prices upon maturity of bills thereof. If my part of the merchandise is not delivered by the Seller, or is not in accordance with the contract, the contract for the remainder of the merchandise and the Buyer's obligations thereunder shall not be affected thereby. In addition to the net price stated herein, the Buyer agrees to pay to the Seller any increases in cost on account of this transaction or my operation thereof, including costs of materials resulting from Federal, State, or Municipal legislation, regulation, order or action dealing with taxes, payroll taxes, wages and hours, allocations or price controls. No liability shall attach to the Seller in the event delivery or other performance under this contract is prevented or restricted by my allocations, controls, or regulations imposed by legislation or by my governmental agency, and in that event Buyer agrees to accept such partial delivery as the Seller may be able to make.

CREDIT In case my bill shall not be paid when due, all sums owing under this and other contracts between Seller and Buyer shall, at the option of the Seller, become due at once, irrespective of terms of sale, and Seller may defer delivery under this and such other contracts until such sums shall be paid and for a reasonable time thereafter. Buyer shall pay interest at the highest rates charged by commercial banks in New York City or the maximum interest rates permitted by the laws of the Buyer's jurisdiction. Interest shall be charged from the day such amount is due until paid, and Buyer agrees to pay all of Seller's costs and expenses incurred in collecting from Buyer, including fees of Sellers counsel, whether in-house or outside counsel. The terms of credit specified herein shall be subject to change by the Seller but in no event shall the Buyer be released from liability by reason of my such change unless Seller cancels this agreement in writing. If the total amount under the contract of Buyer exceeds the line of credit from time to time established by the Seller, or if Buyer fails to make payment on past due invoices, or in the opinion of the Seller the financial conditions of Buyer warrants it, Seller may limit or cancel the credit of Buyer as to time and amount. Seller may then demand payment in cash before delivery of my part of the merchandise and upon failure by Buyer to make payment within ten (10) days after written demand, Seller may cancel contract.

DELAYS Seller will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer when such delay is directly

or indirectly caused or arises from fires, floods, accidents, riots, acts of God, war, government interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, electricity, materials, or supplies, transportation delays, or my other cause beyond Seller's control. Seller shall not be liable for consequential damages or for any damages by reason of Buyer's inability to obtain substitute goods or for special damages, even if Seller is aware thereof. Seller shall not be liable for non-delivery or late delivery, if Seller's suppliers fail to deliver or are late in delivering materials.

TAXES Prices on goods specified herein are exclusive of all Federal, State, County and City excise taxes, including but without limiting the generality of the foregoing, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. Where applicable, such tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

SELLERS RIGHT TO POSSESSION Seller shall have the right, at my time, and without prior notice to Buyer, for credit reasons, because of Buyer's default or because of government price controls or allocation, to withhold shipments, in whole or in part, to recall goods in transit, retake same and repossess all goods which may be stored with Seller for Buyer's account. Buyer consents that all the merchandise so recalled, retaken or repossessed shall become the property of Seller, with Buyer receiving full credit.

CANCELLATION An order accepted by Seller can be canceled by Buyer only with Seller's prior written consent and upon terms that will indemnify Seller against loss.

ACCORD AND SATISFACTION Any check or remittance received from or for the account of the Buyer may be accepted and applied by Seller against any indebtedness or obligation owing by the Buyer, without prejudice to or discharge of the remainder of my such indebtedness or obligation regardless of any condition, statement, or notation appearing in or accompanying such check or remittance.

RETURNS INFORMATION To receive full credit, invoice numbers, dates and discounts must be provided for each title. If required information is not provided, customer's account will be credited at the highest category discount.

Overstock Returns: Overstock returns must be in clean, saleable condition and all titles must be in print.

Out of Print and Discontinued: All out of print titles are returnable for full credit up to 6 months after the title is declared out of print. Notification of NBN out of print titles will be published in the Publishers' Weekly.

Damaged Items: Returns for damaged titles should be accompanied by an invoice and sent no later than 60 days from the invoice date.

Short Shipment, Non-Receipts and Mis-Ships: Credit must be claimed within 60 days of the invoice date. Please contact Customer Service at 800462-6420 if you have any questions or require additional assistance.

Items Returned In Error: Titles returned erroneously (e.g. out of print, not our publication) will not receive credit and will be returned at the customer's expense.

Calendars, Video, Audio Tapes and CD's: All calendars must be returned before March 1st. Video and audio tapes and CD's are returnable if the shrink wrap is unbroken.

Stripped Covers: Returns accepted on predesignated titles only. Contact your Sales Representative for details.

WARRANTIES There is no implied warranty of merchantability or of fitness for a particular purpose respecting this agreement or the merchandise, and any such warranty is excluded. Seller makes no express warranties of any kind regarding the merchandise except those specified in writing and signed by Seller.

ENTIRE AGREEMENT This contract constitutes the entire agreement between the parties and it cannot be orally changed, modified or amended. Any change, modification or amendment to be effective must be in writing and signed by both parties. This contract is governed by Maryland law and both parties consent to the jurisdiction of the Prince Georges County, Maryland courts over any matters arising out of this contract.

PAYMENT TERMS ARE NET 30 DAYS