



I. TELL US ABOUT YOUR COMPANY

Type of Ownership

Partnership Corporation Proprietorship LLC
(attach operating agreement with list of members)

Trade/Business Name _____
"Buyer"

Address _____
City State Zip

Phone _____ Cell Phone _____

Email _____

Estimated Monthly Purchases \$ _____ Year Business Started _____

Federal Tax I.D.# _____ If Tax Exempt - Attach Certificate Attached

Person to Contact Regarding Accounts Payable _____

At phone _____

Email _____

Owners 1 and/or Officers Information:

Name _____ Title _____

SS# _____ Date of Birth _____ County _____

Driver's License # _____

Address _____

s _____

City State Zip

Owners 2 and/or Officers Information:

Name _____ Title _____

SS# _____ Date of Birth _____ County _____

Driver's License # _____

Address _____

s _____

City State Zip

Bank Information:

Name _____

Address _____

s _____

City State Zip

Major Trade References:

Name _____

Address _____

s _____

City State Zip

Phone _____ Email _____

Major Trade References:

Name _____

Address

S

	City	State	Zip
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Phone

Email

Major Trade References:

Name

Address

S

	City	State	Zip
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Phone

Email

Major Trade References:

Name

Address

S

	City	State	Zip
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Phone

Email

Agreement:

Buyer authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish all pertinent information, including commercial and consumer credit reports, requested from time to time by **DMF Distribution (fiuggisprings.com)**. The undersigned and Buyer, if different each warrant that the information given is true and no unfavorable information has been omitted. The extension of credit hereunder, the amount of credit and the cancellation or reduction of credit shall be within the sole discretion of **DMF Distribution (fiuggisprings.com)**. Buyer agrees to be bound by **DMF Distribution (fiuggisprings.com)**'s Credit Agreement and Purchase Agreement and acknowledges receipt of same. Each undersigned individual who is either a partner of the Buyer as credit applicant or a sole proprietorship of the Buyer as credit applicant, recognizing that his other individual credit history may be a factor in the evaluation of the credit history of the buyer, hereby consents for and authorizes **DMF Distribution (fiuggisprings.com)** to obtain and use consumer credit reports for each undersigned individual, from time to time as may be needed, to evaluate the credit of Buyer.

2. SIGN HERE (acknowledges & agrees to be bound by attached terms & conditions)

Signature

Date

Print

3. YOUR PERSONAL GUARANTY

(Giving us your personal guaranty will speed the process of approving your application.)

Continuing Guaranty

I (we) the undersigned understand that the information furnished to you is for the purpose of obtaining credit from your company, that I am (we are) authorized, in my(our) capacity, to bind my(our) company accordingly. I (we) the undersigned, hereinafter referred to as guarantors, do jointly, severally, and unconditionally guarantee and promise to promptly pay when due any and all indebtedness of Buyer to **DMF Distribution (fiuggisprings.com)**, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is, incurred whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter. In addition, the Guarantor(s) agree to pay all costs of collection, legal expenses and attorney's fees paid or incurred by **DMF Distribution (fiuggisprings.com)** in the collection of Buyer's indebtedness and in enforcing this Continuing Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness." Each undersigned guarantor agrees to be bound by **DMF Distribution (fiuggisprings.com)**'s Terms and Conditions of Continuing Guaranty. Each undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this Continuing Guaranty, hereby consents for and authorizes **DMF Distribution (fiuggisprings.com)** to obtain and use consumer credit reports for each undersigned, from time to time as may be needed to evaluate the credit of Buyer and/or the undersigned.

4. GUARANTORS SIGN HERE

1-Complete Legal Signature

Date

Name

First	Middle	Last
-------	--------	------

Home Address

	City	State	Zip
--	------	-------	-----

Driver's License

Phone

Social Security #

2-Complete Legal Signature

Date

Name

First

Middle

Last

Home Address

City

State

Zip

Driver's License

Phone

Social Security #

DMF DISTRIBUTION (Fiuggisprings.com) CREDIT AGREEMENT

As a condition to the election of DMF Distribution with its principal place of business at 7654 4th Pl Downey Ca 90241 (hereinafter, "Seller") to extend credit to Buyer, Buyer has executed Seller's Credit Application and agrees to the following terms and conditions for all purchases made by Buyer from Seller or any of its subsidiaries. All purchases by Buyer from Seller are made pursuant to this Credit Agreement, the Seller Credit Application, and Seller Purchase Agreement. The terms and conditions of the Seller Credit Application and the Seller Purchase Agreement are incorporated by reference herein. Any payments made through Seller's Internet-based Square are also subject to the terms and conditions of the Invoice Gateway, which Buyer hereby acknowledges and accepts. The Credit Application, Credit Agreement, the Purchase Agreement and the Invoice Gateway terms and conditions (if applicable) together constitute the entire agreement between Seller and Buyer and will be collectively referred to from time to time as the Agreement. In the event of any conflict in the terms of the aforementioned, the terms of the Seller Purchase Agreement will control.

A. General Terms and Conditions.

1. Buyer will pay each invoice in full in accordance with the terms of the particular Purchase Agreement, invoice, or other shipping document, with or without Buyer's signature. In the event Buyer fails to make payment when due, Buyer will pay, in addition to the invoice amount, a monthly late payment charge of 2%. Seller reserves the right to change such charges from time to time in its sole discretion and without notice. All payments are due within terms. Buyer agrees that should the late payment charge be deemed by a court of competent jurisdiction to violate any law, Buyer's sole remedy against Seller for such violation will be the application of any late payment charge paid in excess of the maximum rate allowable by law toward the unpaid account balance (or a refund of such excess if no account balance remains unpaid).
2. Buyer agrees to pay all costs of collection by Seller of any amounts due hereunder, including actual attorney's fees. Buyer further agrees that, in the event any action arising out of or related to the Agreement between Buyer and Seller, and Seller prevails, Buyer will pay Seller its actual attorney's fees and other costs incurred as a result of or in connection with such action. To the extent state law limits the recoverability of attorney's fees, Seller will be entitled to recover its fees up to the maximum allowed by state law.
3. Seller will have the sole discretion and complete right to apply any payment received from Buyer hereunder in any manner that Seller deems proper. Unless otherwise specified in the remittance advice, Seller may apply payments first to late payment charges, service charges, shipping charges, attorney's fees, or any other applicable charge, in any order, before applying the remainder of any such payments toward Buyer's principal account balance.
4. Buyer represents and warrants that Buyer is not a "consumer" as defined in the Federal Consumer Credit Protection Act, or any other consumer credit laws (Federal, State or Local), and Buyer waives all rights granted to consumers under the Federal Consumer Credit Protection Act, and other Federal, State and Local laws pertaining to "consumer" rights. Buyer further represents and warrants that all purchases made from Seller and any credit extended hereunder will be used solely for business and commercial purposes. Buyer further represents and warrants that any purchases from Seller of "consumer products" as defined in the Magnuson Moss Act or any similar law are being made (i) for resale, (ii) for use in commercial business. Buyer acknowledges and agrees **that Seller is a distributor, not a manufacturer, and does not provide warranties on the goods it merely distributes.**
5. If this Credit Application and Credit Agreement is executed by a corporation, LLC, partnership or other business entity or company ("Company"), the undersigned individual represents and warrants that the Company has the power to enter into this Agreement, the execution of this Agreement by the undersigned has been duly authorized by the Company and this Agreement is in the best interest of the Company.
6. **Governing Law:** Any action arising out of or related to the Agreement will be brought, at Seller's sole discretion, in a court of law or equity in a county in which the pertinent Seller Branch is situated or, in the county in which the project for which the goods are used or to be used is located, or where an action between Seller and a third party is pending that concerns the subject matter of the agreement. The Agreement will be governed by and construed and enforced in accordance with the procedural and substantive laws of the State where the action is brought. BUYER WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY REGARDING ANY AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT, subject to the law of the jurisdiction where the action is pending. The Agreement contains the full, final and exclusive statement of the Agreement between Seller and Buyer, and no terms and conditions other than those stated herein, and no agreement or understanding in any way purporting to modify the terms and conditions thereof, will be binding on Seller without Seller written consent. Waiver by Seller of any terms or conditions of this contract or waiver of any breach thereof will not be construed as a waiver of any other terms, conditions, or breach. Determination that any provision of the Agreement is illegal or invalid will not affect

the validity or enforceability of the remaining provisions of the Agreement.

7. **Buyer agrees to provide Seller with no less than thirty days prior written notice by Certified or Registered Mail of any change in Buyer's name, address, ownership, or form of business entity.**

8. All notations from Buyer should be addressed to the Seller branch from which Buyer has purchased the most goods in the last 90 days. A copy of all notations should also be sent to Daniel Fierros @ 10330 Painter Ave Santa Fe Springs CA 90906

9. **Conflicting Provisions and Order of Precedence:** The terms and conditions noted in this Agreement will govern and apply to any and all purchases, whether for materials and/or services made by the Buyer from Seller or any division, affiliate and/or predecessor thereof, at any time whatsoever, whether past, present, or future. In the event the terms and conditions noted herein conflict with terms and conditions of any other existing or future agreement between Seller and Buyer, including, without limitation, any purchase orders or other documents issued by Buyer relating to any material purchases, then in each instance, the terms and conditions of Agreement noted herein shall prevail in all respects, notwithstanding any language in such other agreement or document to the contrary. Buyer hereby acknowledges that this provision is a material inducement to Seller to establish an open account business relationship with Buyer and extending any and all payment terms or credit to the Buyer.

10. **Counterparts:** This Credit Agreement may be executed in counterparts each of which will constitute an original and all of which taken together will constitute a single agreement. Delivery of an electronic image and/or facsimile copy of this executed Agreement or any other document or of an executed counterpart signature page to this Agreement by facsimile, email or other electronic method, or delivery of an email communication from an authorized representative of a party providing such party's acceptance or approval of a document previously transmitted to such party by electronic means, will be binding and considered a delivery of an executed original of such document.

11. **Indemnity:** TO THE FULL EXTENT PERMITTED BY LAW, BUYER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD SELLER (INCLUDING ITS AFFILIATED COMPANIES, AGENTS, OFFICERS, AND EMPLOYEES, COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR ACTUAL, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES, AND ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER ON ACCOUNT OF PROPERTY DAMAGE, BODILY INJURY, SICKNESS, DEATH OR OTHER LOSS (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH (1) BREACH OF THE WARRANTIES AND REPRESENTATIONS PROVIDED HEREIN; (2) ANY MISREPRESENTATIONS MADE BY BUYER HEREIN; OR (3) ANY BREACH OF OR DEFAULT UNDER THE CREDIT APPLICATION AND AGREEMENT.

DEFAULT: Subject to the limitations of applicable law, Seller may declare Buyer to be in default under this Agreement if Buyer: (a) fails to make any payment when due; (b) violates any part of this Agreement or any other agreement Buyer has with Seller; (c) becomes the subject of bankruptcy, receivership or other insolvency proceedings; (d) exceeds the credit limit on Buyer's account; or (e) Seller reasonably believes itself to be insecure. After Buyer's default, and subject to the limitations of applicable law, Seller has the right, in its sole discretion, to: (i) reduce Buyer's credit limit; (ii) terminate Buyer's account, in which case the terms of this Agreement will apply until full payment owing on Buyer's account is received, including finance charges which will continue to accrue until the date of full payment; (iii) require immediate payment of Buyer's entire account balance, all accrued but unpaid finance charges (if applicable), and all fees and other charges listed in this Agreement; and (iv) bring an action to collect all amounts owed.

B. Terms and Conditions of Continuing Guaranty.

For value received, and for the purpose of influencing Seller to extend credit or other financial accommodations, or to continue to extend credit or other financial accommodations, to Buyer, each person or entity who signed the Seller's Credit Application as guarantor (hereinafter "Guarantor", whether one or more) hereby guarantees jointly and severally, without limitation as to amount, the prompt payment when due of any and all indebtedness of Buyer to Seller, together with any late payment charge that may accrue thereon, regardless of how such indebtedness is incurred, whether such indebtedness is direct or indirect, absolute or contingent, due or to become due, or exists now or arises hereafter, on the terms and conditions herein (the "Guaranty"). In addition, Guarantor agrees to pay all costs of collection, legal expenses and attorney's fees paid or incurred by Seller in the collection of Buyer's indebtedness and in enforcing this Guaranty. The foregoing indebtedness, principal, interest, costs, expenses and fees are hereinafter called the "Indebtedness".

1. No extension or renewal of time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness of this Guaranty, no release of any person primarily or secondarily liable on the Indebtedness and no delay in enforcement of payment of the Indebtedness under this Guaranty will affect the liability of Guarantor hereunder. Any and all payments upon the Indebtedness made by Buyer, Guarantor, or any other person and the proceeds of any and all collateral or security for any of the Indebtedness may be applied by Seller upon such of the items of the Indebtedness as Seller will determine in its sole discretion.

2. Guarantor waives notice of acceptance of this Guaranty, notice of the extension of creditor financial accommodation to Buyer, notice of the amount of Indebtedness which may exist from time to time, notice of any extension of the time for payment, demand for payment, notice of non payment, protest, notice of protest, and all other notices of every kind and nature, and agrees that this Guaranty may be enforced against the undersigned without any prior or concurrent proceeding or action against Buyer. The obligations of the Guarantor will not be affected by: (a) the failure of Seller to assert any claim or demand or to enforce any right or remedy against the Buyer or another Guarantor; or (b) any extension, modification or renewal of the terms or amount of the Indebtedness.

3. This Guaranty is a continuing guaranty and will remain in full force and will be binding upon Guarantor and Guarantor's heirs, executors, administrators, and assigns notwithstanding the death of one or more of the undersigned, until after the later of (a)

expiration of thirty (30) days after written notice by Certified or Registered Mail of revocation is received by Seller as referenced in Section 12 and (b) all of the Indebtedness owed to Seller by Buyer will have been fully paid (including all late payment charges and attorney's fees which accrue after expiration of the 30 day period).

4. This Guaranty is the joint and several obligations of each person and entity that signs the Guaranty.
5. If this Guaranty is executed by a corporation, LLC, partnership or other business entity or company ("Entity"), the undersigned individual represents and warrants that the Entity has the power to make this Guaranty, the execution by the undersigned of the Guaranty on behalf of the Entity has been duly authorized and this Guaranty is in the best interest of the Entity.
6. Guarantor hereby waives and renounces any and all homestead or exemption rights Guarantor may have under or by virtue of the constitution or laws of the state of Guarantor's domicile, or of any other state or of the United States as against the liability and obligation hereby created. Guarantor transfers and assigns to Seller an amount of any homestead or exemption that may be allowed to Guarantor, including such homestead or exemption as may be set apart in bankruptcy, equal to the amount necessary to pay this obligation in full together with all costs of collection.
7. Guarantor further agrees to the extent that the Buyer makes a payment or payments to Seller or Seller receives any proceeds or collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Buyer, its estate, trustee, receiver, or any other party including without limitation the Guarantor, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, Buyer's obligations, or the part thereof which has been paid, reduced or satisfied by such amount, will be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred.
8. Guarantor waives all claims for subrogation, reimbursement, exoneration, contribution and indemnifying with respect to sums paid or payable to Seller by Guarantor. Guarantor hereby waives any right to enforce any remedy that Seller now has or may hereafter have against the Buyer. Guarantor further agrees that any and all claims of Guarantor against Buyer will be subordinate and subject in right of payment to the prior payment in full of all principal, interest, reasonable costs of collection (including attorneys' fees and expenses), and any other liabilities or obligations owing to Seller by Buyer.
9. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions will remain effective.
10. All obligations are payable and performable at the address of Seller as identified in Section 12 below, unless Seller provides notice to Buyer or Guarantor of a change of address.
11. Guarantor authorizes all persons, institutions, organizations, companies and credit reporting agencies to furnish any and all information, including commercial and consumer credit reports, regarding Guarantor requested from time to time by Seller.
12. All notations should be addressed to the Seller branch from which Buyer has purchased the most goods in the last 90 days. A copy of all notations should also be sent to the Daniel Fierros P.O.Box 404 Downey Ca 90241.

DMF DISTRIBUTION (Fiuggisprings.com) PURCHASE AGREEMENT TERMS & CONDITIONS OF SALE

1. Any purchase made on credit requires that Buyer have on file with DMF DISTRIBUTION (Fiuggisprings.com) an approved Credit Application. Buyer further confirms Buyer's consent to DMF Distribution Credit Agreement, the terms and conditions of which have been read by Buyer and are incorporated by reference herein.
2. DMF DISTRIBUTION (Fiuggisprings.com) acknowledges and accepts Buyer's order, DMF DISTRIBUTION (Fiuggisprings.com)'s acknowledgment and acceptance is expressly conditioned upon Buyer's acceptance of the terms and conditions herein. No terms or conditions other than those stated herein, whether contained in Buyer's purchase order, shipping release, or elsewhere, and no written or oral agreement that purports to vary these terms and conditions shall be binding upon DMF DISTRIBUTION (Fiuggisprings.com) unless hereafter set forth in a writing signed by DMF DISTRIBUTION (Fiuggisprings.com) authorized representative. All negotiations, proposals and representations are merged herein, and this writing constitutes the complete and exclusive statement of the terms and conditions of this Purchase Agreement between Buyer and DMF DISTRIBUTION (Fiuggisprings.com). In the event Buyer fails to accept this Purchase Agreement in writing, Buyer's consent to the terms and conditions herein shall be conclusively presumed, either from Buyer's failure to object in ten days in writing or from Buyer's acceptance or use of the material delivered hereunder.
3. In any case, in which DMF DISTRIBUTION (Fiuggisprings.com) makes delivery, Buyer hereby agrees to pay DMF DISTRIBUTION's (Fiuggisprings.com) customary shipping charges. Delivery shall be made at the facility or other place of delivery adjacent to the closest public right of way. The risk of loss shall pass to Buyer upon delivery of the goods should Buyer not be present to accept delivery. Buyer hereby authorizes DMF DISTRIBUTION (Fiuggisprings.com) unload the goods and leave them at the delivery destination. Buyer shall release DMF DISTRIBUTION (Fiuggisprings.com) and shall indemnify and hold harmless DMF DISTRIBUTION (Fiuggisprings.com) from and against any and all claims demands, actions, causes of action, cost, expenses, and attorney's fees arising out of or in connection with any and all injury including death, to any person or persons (whether third parties or agents, servants, or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or a third party), and any and all other damages recognized at law or in equity caused in whole or in part by or in any way related to the delivery of goods onto the project site, whenever such delivery is made in accordance with or pursuant to Buyer's instructions.
4. Buyer shall have the right to inspect the goods upon arrival. Buyer's inspection rights shall expire 24 hours after the arrival of the goods at the delivery destination. A failure to make inspection within that time shall waive notice of any defect which reasonable inspection would have revealed. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given to DMF DISTRIBUTION (Fiuggisprings.com) within 1 calendar days of delivery.
5. DMF DISTRIBUTION (Fiuggisprings.com) shall have the right, without prejudice to any, other rights, to suspend further deliveries of any items purchased if Buyer defaults in payment of any amounts due, or whenever DMF DISTRIBUTION (Fiuggisprings.com) may deem itself insecure as to Buyer's performance, until Buyer remedies such default or provides adequate assurance to DMF DISTRIBUTION (Fiuggisprings.com) of Buyer's ability to perform.

6. Unless otherwise provided by law, DMF DISTRIBUTION (Fiuggisprings.com) may require Buyer to pay or to reimburse DMF DISTRIBUTION (Fiuggisprings.com) for any tax (except income tax) which now or hereafter may be imposed by any taxing authority with respect to the items purchased or the sale, purchase, manufacture, delivery or use thereof.
7. DMF DISTRIBUTION (Fiuggisprings.com) reserves the right to discontinue, without liability hereunder, deliveries of any merchandise, the manufacture, use and/or sale of which in the opinion of DMF DISTRIBUTION (Fiuggisprings.com) would infringe any patent now or hereafter issued and under which DMF DISTRIBUTION (Fiuggisprings.com) is not licensed.
8. Where Buyer requires tests or inspection not regularly provided by DMF DISTRIBUTION (Fiuggisprings.com), DMF DISTRIBUTION (Fiuggisprings.com) may charge Buyer for the actual cost of such test or inspections.
9. An order may be terminated by Buyer before completion only with DMF DISTRIBUTION (Fiuggisprings.com) written consent, in which event Buyer shall pay to DMF DISTRIBUTION (Fiuggisprings.com): (a.) The contract price for all products, which shall have been delivered or completed prior to receipt of notice of termination.
(b.) All actual costs incurred by DMF DISTRIBUTION (Fiuggisprings.com) in connection with the uncompleted portion of the order. (c.) Cancellation charges, if any, of L&W Supply because of its commitments, made under the order.
10. Buyer shall not hold DMF DISTRIBUTION (Fiuggisprings.com) responsible for any delay caused in whole or in part by circumstances beyond DMF DISTRIBUTION (Fiuggisprings.com) reasonable control, including but not limited to, force majeure, fires, or accidents; strikes or other differences with workmen; war (whether declared or undeclared), riots, or embargoes; delays by carriers; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law, order, or requisition of the federal or any state or local government or any subdivision, department, agency, officer or official thereof. DMF DISTRIBUTION (Fiuggisprings.com) shall not be liable in any event for any special, incidental, or consequential damages caused by DMF DISTRIBUTION (Fiuggisprings.com) failure or delay in performance or delivery due to any cause whatsoever, if DMF DISTRIBUTION (Fiuggisprings.com) is unable, due to any cause beyond DMF DISTRIBUTION (Fiuggisprings.com) control, to supply Buyer's total demand for products. DMF DISTRIBUTION (Fiuggisprings.com) may allocate its available supply among DMF DISTRIBUTION (Fiuggisprings.com) customers, including DMF DISTRIBUTION (Fiuggisprings.com) branches and affiliates, in any manner DMF DISTRIBUTION (Fiuggisprings.com) deems reasonable.
11. DMF DISTRIBUTION (Fiuggisprings.com) shall assign or transfer to Buyer any assignable or transferable manufacturer's warranties, if any, applicable to this purchase, in lieu of all other warranties, express or implied. DMF DISTRIBUTION (Fiuggisprings.com) MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. There is no warranty that extends beyond the description on the face of this Purchase Agreement.
12. DMF DISTRIBUTION (Fiuggisprings.com) shall not be liable under any circumstances for consequential or incidental damages arising out of, or in connection with, this Purchase Agreement. The liability DMF DISTRIBUTION (Fiuggisprings.com) is limited to repayment of the purchase price of items not conforming to the description on the face hereof upon return of the items. This remedy is the exclusive remedy of Buyer under this Purchase Agreement. DMF DISTRIBUTION (Fiuggisprings.com) shall not be liable for any damages attributable to product abuse, misuse, neglect or any other cause, which is not the fault of DMF DISTRIBUTION (Fiuggisprings.com).
13. Buyer agrees to indemnify and hold harmless DMF DISTRIBUTION (Fiuggisprings.com) from and against any and all claims, demands, actions, causes of action, costs, expenses, and attorney's fees arising out of or in connection with any and all injury, including death, to any person or persons (whether third parties or agents, servants or employees of Buyer), any and all damages to or loss of any property (whether belonging to Buyer or to a third party), and any and all other damages recognized at law or in equity, caused by or resulting from in whole or in part, any act(s) or omission(s), negligent or otherwise, of Buyer, or any of Buyer's agents, servants, employees, subcontractors or customers. In the event that the applicable law prohibits enforcement of this clause as written, then and only then, this clause shall be modified to provide the maximum indemnification to DMF DISTRIBUTION (Fiuggisprings.com), as indemnitee, allowable under that applicable law.
14. This Purchase Agreement shall be governed by and construed according to the laws of California (without regard to internal principles of conflicts of law). Any action brought, upon or by reason of, this Purchase Agreement shall be brought, in DMF DISTRIBUTION (Fiuggisprings.com) sole discretion, either in a court with jurisdiction over the county in which the DMF DISTRIBUTION (Fiuggisprings.com) branch is located, in a court with jurisdiction over the county in which the project for which the goods are to be used is located, or in a Court or before an arbitration panel where an action between DMF DISTRIBUTION (Fiuggisprings.com) and a third party is pending which concerns the subject matter of this Purchase Agreement. Buyer agrees that, in the event, any action is brought upon, or due to, this Purchase Agreement by either Buyer or DMF DISTRIBUTION (Fiuggisprings.com), and DMF DISTRIBUTION (Fiuggisprings.com) prevails, Buyer shall pay DMF DISTRIBUTION (Fiuggisprings.com) reasonable attorney's fees and other costs incurred because of or in connection with such action.
15. Waiver by DMF DISTRIBUTION (Fiuggisprings.com) of any terms or conditions of this contract or waiver of any breach hereof shall not be construed as a waiver of any other term, condition, or breach. Determination that any provision of this Agreement is illegal or invalid shall not affect the validity or enforceability of the remaining provisions of this Agreement.
16. Customer acknowledges and agrees that nothing herein binds DMF DISTRIBUTION (Fiuggisprings.com) to extend any credit to Customer. However, if DMF DISTRIBUTION (Fiuggisprings.com) Supply does extend credit to Customer, DMF DISTRIBUTION (Fiuggisprings.com) reserves the sole discretion to establish the amount and terms of such credit. DMF DISTRIBUTION (Fiuggisprings.com) reserves the right to stop shipments that exceed credit limits and/or exceed or violate invoice terms established from time to time by DMF DISTRIBUTION (Fiuggisprings.com) in its sole discretion. If at any time, in DMF DISTRIBUTION (Fiuggisprings.com) sole discretion, the financial condition of Customer is determined to be unsatisfactory to DMF DISTRIBUTION (Fiuggisprings.com), DMF DISTRIBUTION (Fiuggisprings.com) reserves the right to require Customer to make payment for the goods and services in advance as a condition to DMF DISTRIBUTION (Fiuggisprings.com) performance.
17. The use and orders placed on <https://www.fiuggisprings.com> shall apply to all listed in the disclaimer-copyright page this agreement does not supersede the online disclaimer, but they complement each other. Any discrepancies the online purchase will prevail if a credit purchase is made the credit disclaimer will prevail.

REQUEST FOR TAX PAYER and/or BUSINESS IDENTIFICTION NUMBER
&
RESALE AND OR SELLERS PERMIT NUMBER

Name (as shown on your business income tax return)

Business name, if different form above

Address (number, street, apt or suite no)

Taxpayer Identification Number (TIN)

Social Security Number:

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Employer Identification Number:

--	--

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Resale License Number:

Sellers Permit Number:

Signature: _____

Date: _____

CREDIT AND DELIVERY PROCEDURE

1. New Customers/Owners will be serviced on an invoice credit card basis until a Fiuggi Account credit terms have been established.
2. Fiuggi Credit Account Holders will be given the option of Credit Card or Check payment.
3. Fiuggi Credit Account Holders must pay pending invoices prior to the next delivery.
4. Customers with past due balances will be subject to having orders withheld until account is brought up to date.
5. DMF Distribution/FiuggiSprings.com requires a \$300.00 minimum order for credit.
6. All deliveries are done by private delivery drivers that do not carry any cash or change. For larger order, please allow more time on the delivery, so we can accommodate your order. Shipping/Delivery schedule is based on location and the order quantity. Order over \$100, Shipping is free.

PRODUCT RETURN POLICY

Products determined to be spoiled, not fit for resale due to manufacturer's defects, or incorrectly shipped may be returned to DMF Distribution if the following conditions are met:

1. DMF Distributions must be notified within **five (5) business days** of the invoice date for any return request.
2. The product must not have been used, must be in its original packaging, and must be in "re-sellable" condition.
3. The product being returned must be authorized by DMF Distribution
4. DMF Distribution does not accept returns for the following items:
 - a. Open Cases
 - b. Opened Bulk Items
 - c. Goods marked with customer price tags

** Product shipped to customer must be inspected by the customer at the time of the delivery with the driver present. If damage to product is determined, it must be noted on the package slip.

***By adhering to these policies, we anticipate a long and mutually beneficial relationship

Thank you in advance for your cooperation.

DMF Distribution CREDIT CARD BILLING AUTHORIZATION

Account Holder Name	
Shipping Address	
City, State, Zip	

CHECK APPROPRIATE BOX	
BILL INVOICES UPON NET TERMS	<input type="checkbox"/>
MONTHLY STATEMENT	<input type="checkbox"/>
COD/PAYMENT ON DEMAND/PREPAY	<input type="checkbox"/>
CHARGE CARD UPON MY REQUEST	<input type="checkbox"/>

PLEASE COMPLETE CARD HOLDER INFORMATION

Business Name on Card	
Authorized User Name	
Cardholder Billing Address	
Email Address	
Phone Number	

	VISA	MASTERCARD	AMEX
PLEASE ENTER THE LAST 4 DIGITS OF THE CARD NUMBER			

Note: We will call you upon receipt to obtain COMPLETE CREDIT CARD information

Cardholder's Signature: _____ **Date:** _____

By signing this authorization, you authorize DMF Distribution to bill the above credit card for the above account for your purchases. DMF Distribution will supply the customer with a copy of the credit card transaction. DMF Distribution will terminate billing to your credit card upon your written request. Please email your authorization to Fiuggisprings@gmail.com.