



185 Kisco Avenue, Suite 202
 Mount Kisco, NY 10549
 914.592.6665 customerservice@afpmfg.com

CREDIT APPLICATION: DEALER/OEM AGREEMENT

Company Name _____

Address _____

City _____ State ____ Zip _____

Billing Address (if different) _____

Accounts Payable Contact _____

Email Address _____

Sales or Marketing Contact _____

Service Contact _____

Sales Tax: Non-Exempt County _____ Exempt Sales

Tax Exemption # _____ (copy required)

Type of Business

Sole Proprietorship

Partnership

Corporation

Credit Line Requested _____

Year Firm Established _____

Phone _____

Fax _____

Number of Employees _____

Sales Volume _____

PRINCIPAL OWNER, PARTNER OR OFFICER

NAME OF OWNER(S)	STREET	CITY, STATE, ZIP	PHONE
NAME OF PARTNER(S)	STREET	CITY, STATE, ZIP	PHONE

TRADE REFERENCES

COMPANY NAME	STREET	CITY, STATE, ZIP	PHONE/FAX	EMAIL

BANK REFERENCES

BANK NAME	STREET	CITY, STATE, ZIP	PHONE	ACCOUNT

Geographical area covered and planned expansion _____

Brand locations and managers' name(s) _____

Are branch offices allowed to order machines/parts direct from AFP? Yes No

TERMS AND CONDITIONS OF SALE: The undersigned agrees to pay for all purchases according to the terms of the Creditor. No terms or conditions of purchase orders different from the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Our payment terms are 2% 10 days (check/wire/ACH only), Net 30 days in US dollars. Warranty items will not be supplied to severely delinquent accounts. No items will be accepted for return without prior approval. The undersigned acknowledges and agrees that the Creditor may utilize outside credit reporting services to obtain information on the undersigned. The laws of the State of New York shall be applicable to all suits arising under any agreement between the undersigned and Creditor. All accounts shall be due and payable in New York. In the event of litigation, jurisdiction of suit shall be in Westchester County, NY.

BUYER-SELLER RELATIONSHIP: The relationship between Dealer and AFP Manufacturing (the Company) under the present agreement is that of buyer and seller. Dealer and its employees shall under no circumstances be considered agents or representatives of the Company. Dealers shall have no rights and shall not attempt to enter into contracts in the name of, or on behalf of, the Company, or to bind the Company in any respect whatsoever.

DEALER OBLIGATIONS: The Dealer is responsible for installation of the product(s), labor, travel and all services required, as well as all expenses incurred in doing so. In the spirit of this agreement, the Dealer is expected to provide first line technical support, promote a strong working relationship between themselves and their customer, and endorse AFP Manufacturing merchandise as the products of choice.

WITHDRAWAL OF DEALER AGREEMENT: This agreement hereby created may be terminated as to any or all Products by either party at will, at any time, with or without cause, upon thirty (30) days' written notice given by fax, mail or personal delivery to either party. Neither the Company nor Dealer, by reason of termination of this agreement, shall be liable to the other for compensation, reimbursements or damages.

LIMITATION OF LIABILITY: This Company's liability on any claim of any kind, including negligence, for any loss or damage arising out of or resulting from or connected with this agreement, or from the performance or breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under this agreement, shall in no case exceed the Dealer Net Price of the product or part thereof which gives rise to the claim. In no event shall the Company be liable for special or consequential damages.

The person signing this application certifies that all of the information contained herein is true and correct to the best of their information, knowledge and belief.

Signed _____ Date _____

Title _____

AFP Office Use Only:

Approved by _____ Credit Limit _____ Date _____
 Division _____ Acct# _____ Class _____ Certificate on file _____ Area _____ Salesperson# _____