

A2Z Balloon Company

29199 W. 6 Mile Road • Livonia, MI 48152 Phone (734) 266-3456 • Fax (734) 266-3030

Application for Business Credit

	accts. Payable Contact: _		
Billing Address:			
Street Address	City	State	ZIP
Shipping Address:	City		710
Street Address	City	State	ZIP
Contact Info: Telephone Fax	Cell Phone	Email	
Owner Name(s):			
Bus. Type (circle one): Corporation Sole Proprieto		Individual	
Sadaral FIN an Carial Consultor No.	Maish Calas Tau Na		
Federal EIN or Social Security No: Note: To qualify for tax exempt purchases, resellers must submit a copy of the		od charities must submi	
issued tax exemption letter with application.	ili Wilchigan sales tax license a	nu charities must submi	t a copy of their governme
Trade References:			
Name:	Name:		
Address:	Address:		
City, State, Zip:	City, State, Zip:		·
Telephone:	Telephone:		
Fax:			
Account #:	Account #:		
Name:	Name:		
Address:			
City, State, Zip:			
Telephone:			
Fax:			
Account #:			

Credit Terms:

- The undersigned agrees that all amounts due for goods and services purchased from A2Z BALLOON COMPANY (hereafter A2Z) are due and payable to A2Z located at 29199 W. 6 Mile Rd., Livonia, MI 48152.
- The undersigned agrees that all goods purchased from A2Z remain the property of A2Z until paid in full.
- The undersigned agrees to abide by A2Z Terms & Conditions described in the attached document, *Doing Business with A2Z Balloon Company*, and subsequent revisions published on the A2Z website and A2Z catalogs as a condition of sale, whether purchased on credit or otherwise.
- The undersigned agrees that all amounts due A2Z are payable according to terms listed on the invoice from the date of the purchase. If any amount due A2Z is not paid within said period, a delinquency charge of 1 ½ % per month will be added to the unpaid sum due, as governed by the laws of the State of Michigan.
- The undersigned agrees to pay A2Z a service charge of \$25.00 for all protested checks returned to our bank.
- The undersigned agrees that any credit card on file with A2Z may be charged for amounts that exceed applicant's credit line for longer than 30 days, or for any returned check, or for any amount that has been past due by more than 90 days.
- The undersigned agrees to pay attorney fees equal to 33 1/3% of the balance due plus all attendant collection costs, in the event the account becomes delinquent and is referred for collection.
- The undersigned agrees to notify A2Z by certified mail of any change of ownership of the customer and further agrees to be liable for all purchases should the undersigned fail to comply with said notification. If this guarantee is executed by more than one person, then, in such event the liabilities and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be read as is written in plural.
- The parties hereby acknowledge that the goods and/or services purchased from A2Z are not payable in installments, but due in full unless A2Z has approved installment payments which may be withheld at A2Z's sole discretion.
- The undersigned agrees by accepting delivery from A2Z Balloon Company you consent that any disputes will be settled under Michigan law and under the jurisdiction of the courts of the State of Michigan.

<u> </u>	onditions of sale o	authorized to sign on behalf of the applical described in the attached " <i>Doing Business</i>	•
Signature of Officer, Owner or Partner	Title	Type or Print Name	Date
	INDIVIDU	AL PERSONAL GUARANTEE	
provisions of this agreement. This guarant written notice of revocation by registered any transaction of commitment previous renewal of any claims guaranteed by this Guarantor(s). Guarantor(s) waive all other all amounts owed until such guarantee is representatives, successors, and assigned identity for such indebtedness of the Comany modification of renewal of the credit	2Z BALLOON COM tee shall continued mail. Such notice by undertaken by instrument or ex- er rights to notice terminated. This es. It is understoom npany, I do hereb agreement hereb e amount becom	IPANY (Creditor), the prompt payment of a e in full force and effect until such time as to e of revocation shall be ineffective as to an you in reliance upon such guarantee. This of tensions of time of payment thereof, without and demand of any nature with respect he agreement shall be binding upon the particular of that this guarantee shall be continuing ar y waive notice of default, nonpayment and by guaranteed, and to all renewals of extentes es delinquent and is turned over to an atto	the undersigned shall give you by existing indebtedness or as obligation shall cover the but further notice thereof to ereto, and agrees to guarantee es hereto, their legal and irrevocable guarantee and a notice thereof and consent to sion of credit. The undersigned
Signature of Officer, Owner or Partner	Title	Type or Print Name	Date

Doing Business with A2Z Balloon Company

Terms & Conditions

As a condition of sale, customer agrees to abide by the terms and conditions described herein or future revisions published in our catalogs or website. All published information and prices in catalogs, flyers and website are accurate to the best of our knowledge but due to typographical errors and vendor price increases, we reserve the right to change prices without notice and charge the prevailing price at time of order. If there are any questions about our prices, customer should request an order confirmation at time of order.

Buyer Qualification

A2Z Balloon Company is a wholesale distributor which only sells to pre-qualified commercial customers. A completed A2Z Commercial Account Application with proof of business identity (sales tax or business license) is required before first order and are available for download on our website at A2ZBalloons.com/forms or will be provided upon request.

Minimum Order Amount

- \$50 min. order to receive Level 1, 2 or 3 Price (does not apply to showroom purchases)
- Orders of less than \$50 will be invoiced at our highest price (Price Level 1) plus a \$5 service charge

Minimum Order Quantities

- Flat foil balloons 18" or smaller: 10 each of same item
- Packaged foil balloons 18" or smaller: 5 each of same item
- Foil shapes larger than 18": 3 each of same item (exception: letter/number shapes may be purchased 1 of each)

Price Levels & Discounts

Most items have 3 prices and the discount or price paid is determined by the total dollar amount of the order:

Order \$50 to \$249 Price Level 1

Order \$250 to \$499 Price Level 2

Order \$500+ Price Level 3

- The price charged is determined by the amount ordered, not shipped, and does not change if items are out of stock
- No discounts on items with one price or marked no discount available
- We offer *default price discounts* to customers that purchase regularly in higher volumes so all prices will default to the same discount level regardless of order amount ask one of our salespeople for more information

Free Freight available on orders that meet the following conditions:

- Order must contain at least \$250 of items that are eligible for free freight which doesn't include bulky & heavy items
- Bulky & heavy items not eligible for free freight are marked in catalog & website; they include, but aren't limited to: *Hi-Float, plush, paper party décor, air filled foils, hex containers, equipment & display racks, dabbers & roll tickets*
- For orders that contain \$250 of free freight eligible items <u>and</u> heavy or bulky items, customer will only be charged the incremental freight cost for the heavy or bulky items
- Latex Free Freight Special: for orders containing ONLY latex balloons, free freight minimum is \$150
- Free freight is only available within the Contiguous USA (AL, HI and PR will pay only the portion of freight cost that exceeds ground shipping cost to nearest continental port city, providing other free freight conditions are met)
- Free freight offer is for UPS Ground shipping only; expedited delivery is available, but customer must pay the additional cost

Ordering:

- Order Methods: Website: <u>A2ZBalloons.com</u> Fax Toll Free: (877) 423-2885 Email: Sales@A2ZBalloons.com
 - Call Us Toll Free: (800) 527-5554 Hours: Monday thru Friday 9-6 and Saturday 9-1 Eastern
- *Use A2Z Order Form* to ensure order accuracy; form is printed in catalogs or download from website at <u>A2ZBalloons.com/forms</u> if not using Order Form, we **must** have list containing *item number, brief description and quantity*
- *Order Acceptance:* Orders are not processed until credit card is authorized or other payment method arranged; A2Z is not responsible for delays due to a declined transaction or if credit card was not provided with order
- **Processing Time:** Orders received and entered by 2 PM Eastern are generally shipped the same day but it's not guaranteed and during high seasonal demand periods customers should allow 1 extra day for order processing
- Changes & Additions: No changes or additions are allowed after Order Acceptance; if unsure about order, request it be placed on hold because once accepted, add on items must go on a new order which may not ship at the same time
- *Identify Critical Items* on orders if anything is a "must have" for a special order or décor job we need to know because we only call about out of stock items upon request
- Back Orders are automatically cancelled unless customer requests back orders be shipped when available
- Order Confirmation/Pro Forma Invoice: Available by request but not automatic

Payments, Fees & Refunds

• Credit card or wire transfer required for all shipped orders unless payment terms are established before order was placed; cash, check or credit card accepted in showroom with proper ID; money orders are *not* accepted

- Return Check Fee of \$25 will be charged for each returned check
- Orders refused at delivery will incur a 20% restocking fee plus return shipping cost if applicable
- Refunds are paid in original payment form; cash refunds greater than \$25 will be refunded by check
- A2Z reserves the right to charge customer's credit card on file for any returned checks or past due balance on account

Shipping

- UPS Ground is default delivery method (see our catalog or website for UPS delivery map with transit times)
- Expedited Delivery is available upon request only and customer is responsible for cost difference from UPS Ground
- Shipping Delays: A2Z is not responsible for delays caused by UPS, bad weather, national emergencies or seasonal demand
- A2Z is under no obligation to provide expedited or free shipping due to customer ordering mistakes or missing product but will
 consider a <u>reasonable</u> accommodation to remedy any mistakes we commit
- Shipping Damage: Inspect packages before accepting delivery; if security tape is broken or box is damaged inform UPS driver of damage; you may refuse delivery or accept it and inform A2Z immediately, pictures are helpful
- Shortages: Inspect contents of packages immediately and report shortages within 1 business day of receipt

Returns

- All Sales are final; return of non-defective items accepted at A2Z's sole discretion and are subject to 20% restocking fee
- All returns require: RMA Number from A2Z Sales, completed A2Z Return Form (below), and original invoice
- · Returns must be in sellable condition, in the original packaging and received within 30 days of purchase
- Customer responsible for return freight unless due to A2Z error
- Unsold seasonal or slow selling merchandise is not accepted under any circumstances
- · Inflators, equipment & special order merchandise is not returnable unless defective and within the warranty period
- A2Z reserves the right to require any return credits be applied to future purchases
- Returns without invoices, if accepted, will be credited at lowest selling price of item plus 20% restocking fee
- Restocking fee exception: 1 extra foil letter/number, 3' latex or large shape may be purchased for décor jobs in case of breakage and returned without restocking fee

Defective Merchandise Returns

- Defective returns require: RMA Number from A2Z Sales, completed A2Z Return Form (below) and Invoice
- No refunds for defective merchandise; replacement will be provided or credit applied to future purchases
- · Credit is limited to the price paid for item, no additional credit for lost sales, helium or other losses
- No credit for items used for display, misused, punctured, or cut (deflate foil balloons with straw before returning)
- Defective Qualatex Balloons will be replaced directly by manufacturer; customer must call (800) 880-6118 or visit Qualatex webpage Support.Qualatex.com for an easy-to-use form
- If defective foils are returned for credit that were **not purchased from A2Z or mixed with garbage**, the value of non-purchased items will be deducted from total credit and/or customer's entire credit may be forfeited

Helium Cylinder Ownership

A2Z helium cylinders are identified by one of the following names embossed on the neck ring: A2Z Balloon Company, Zakoor Novelty or Advance Novelty; these cylinders have <u>never</u> been sold to any individual or businesses; anyone that has purchased an A2Z cylinder from a 3rd party claiming ownership has unwittingly purchased stolen property and it must be surrendered to A2Z upon demand; if you find an A2Z cylinder, we have a no questions asked policy for return of our cylinders and will pay a reward for return of found cylinders

Cylinder Usage & Rent

A2Z cylinders are subject to rental fees of 20¢ per day per cylinder, beginning 31 days after purchase; rent is billed and due upon return of the cylinder and may be deducted from a customer's security deposit if one was paid; cylinders may be used for 1 year maximum from date received regardless of whether all gas is used, after which the cylinder must be returned and another ordered if necessary; customer is liable for \$300 replacement cost per cylinder if lost, damaged or refuses to return cylinder after 1 year or when empty, whichever occurs first; A2Z does not issue refunds for unused gas in a cylinder

Limitation of Liability

Customer assumes all liability for merchandise purchased or rented from A2Z Balloon Company including the safe use and placement of balloons, helium, and helium cylinders in customer's possession; A2Z liability is limited to replacement or reimbursement of defective or damaged merchandise and is not responsible or liable for lost profit, sales, helium or any incidental costs due to a product defect, shipping or pulling error, late or missed delivery

Michigan Jurisdiction

By accepting delivery from A2Z Balloon Company you accept the terms and conditions of sale described herein and agree that any disputes will be settled under Michigan law and the jurisdiction of the courts of the State of Michigan

RMA#:	

A2Z Balloon Company RETURN MERCHANDISE FORM

Company Nam	mpany Name:		Date of Return:			
Address:			A2Z Receiver Initials:	A2Z Receiver Initials:		
Contact Name	:		Phone:	ne:		
Reason for Re	turn:					
Qty. Retnd	Item No.	Invoice No.	Description of Item	Price Each	Total	
				Rev. 2/9/	2014	
		For A2Z	Balloon Company Use Only	Nev. 2/3/		
Credit Memo	No. Cred	lit Memo Date	Completed By	Form of Credit (cr. acct, refund	, replace)	