



# CREDIT APPLICATION

Hyatt's Graphic Supply Co., Inc.  
1941 Elmwood Avenue, Buffalo, NY 14207

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(800) 234-9288  
FAX: (716) 884-3943  
E-MAIL: accounting@hyatts.com  
WEB SITE: www.hyatts.com

We welcome new accounts for those wishing to order on a continuing basis. To open a new account we require a minimum first order of \$100 and the expectation that you plan to purchase \$500 or more annually. If your needs are less than this, we welcome your payment by check or major credit card. Our terms are net 30 days from the date of purchase. Invoices older than 45 days may cause delays in the filling of new orders and may cause the account to lose credit privileges.

**TYPE OF ORGANIZATION:**

Corporation     School     Sole Proprietor     Partnership     Government Agency     Non-Profit

**Hyatt's should accept orders only if:**

Purchase Order is in Hand     Verbal P.O. # is Received     Signature from Person with Company ID

**How would you like to receive your invoices:**

Mail     Fax     Email

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CONTACTS:**

**CEO:** \_\_\_\_\_

**ACCOUNTS PAYABLE MANAGER:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PURCHASING MANAGER:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**SHIP TO:** (if different from above) \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**BANK REFERENCE:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**ACCOUNT #:** \_\_\_\_\_

This application and agreement is submitted by applicant to HYATT'S GRAPHIC SUPPLY CO., INC.. HYATT'S GRAPHIC SUPPLY CO., INC. reserves the right to decline credit to applicant and in the event credit is extended to applicant, to change or revoke applicant's credit limit on the basis of changes in credit policies or applicant's financial condition and/or payment record.

Applicant agrees to make payment in full to HYATT'S for all amounts due according to HYATT'S invoices. Applicant also agrees to pay HYATT'S, as interest an amount equal to 1.5% per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due. Should applicant default in any such payment(s) HYATT'S shall have the right, without notice to applicant, to declare all invoice amounts due and payable immediately. In the event HYATT'S should commence any action or actions, or otherwise seek to enforce this agreement against the applicant, applicant agrees to pay reasonable attorney(s) fees, court costs, and other expenses incurred by HYATT'S. Applicant agrees that any change in liability for any debts incurred to HYATT'S, due to a change in the applicant's form of business shall not be effective as to HYATT'S, until HYATT'S receives actual notice of the change by certified mail. Venue shall be in Buffalo, NY or as determined by HYATT'S.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct. In addition, applicant hereby authorizes the release of credit and banking information to HYATT'S by the references listed on this application.

**CREDIT INFORMATION**

I authorize you to check our credit record and to obtain credit information from the persons and entities furnished by us, as credit references on the credit application. I promise that any credit information furnished to Hyatt's is true and complete. I understand that this information will be relied upon by you in establishing and making sales to our account. I certify all the information given on the application is correct and that I have read, and agree to abide by the Terms and Conditions stated above and on page two of this application.

Signed at \_\_\_\_\_ as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Officer/Owner \_\_\_\_\_ Title \_\_\_\_\_

**CREDIT APPLICATION**  
**TERMS & CONDITIONS • REFERENCES**  
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**DEFINITIONS**

The words "you" and "your" denote the Buyer or Buyers, if more than one. The words "we", "us" and "our" refer to the Seller.

**DELIVERY**

All deliveries are FOB our warehouse. Transportation and delivery charges are prepaid and added to the invoice.

**PRICING**

All prices are subject to change without notice. All orders are subject to acceptance.

**RETURNS**

- No merchandise will be accepted for credit without prior written authorization from us.
- We must receive notification of request of return within 48 hours of receipt of goods.
- Returns must be received by us within 30 days of invoice date.
- Returned merchandise must be in resalable condition and in original packaging.
- Software, books, videos, portfolios, special and custom orders may only be returned if defective and for exact replacement.
- Goods returned for any other reason than an error caused by us will be assessed a restocking charge of 15% and freight charges will be paid by you.

**DISPUTES/SHORTAGES**

We must be notified within 48 hours of receipt of goods specifying order number, nature and amount of dispute.

**TAX EXEMPTION**

If you are located in New York or Connecticut and are tax-exempt, we are required by those states to have a valid, properly completed tax-exempt form. No account will be exempted from sales tax unless we have a copy of the proper tax-exempt form on file.

**PAYMENT**

You promise to pay for all purchases made by you or others you allow to use your account within net 30 days from date of the invoice. Past due accounts may be placed on temporary or permanent COD status at the discretion of our Credit Department. Payments are not considered made nor credited to your account until received by us at the location noted on your invoice. Any amount not paid when due shall bear interest at the rate of 1 and 1/2% per month or the maximum legal rate if less.

**ATTORNEY FEES**

You shall be responsible for all costs, including reasonable attorney's fees, incurred by us in enforcing these Terms and Conditions.

**CHANGES TO ACCOUNT**

You agree to immediately notify us in case of change of ownership or address of said business and of the occurrence of any event which has or may have a material and adverse effect on the Applicant, its business or prospects.

**LIMIT OF LIABILITY**

Notwithstanding any other provision contained herein or imposed by the law, Hyatt's warranty hereunder shall be limited to the sale price of the merchandise and/or our services as recited in the invoice.

**REFERENCE #1:**

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX (Required): \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**REFERENCE #2:**

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX (Required): \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**REFERENCE #3:**

COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
CONTACT: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FAX (Required): \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**THANK YOU.**

<b>FOR HYATT'S USE ONLY</b>		
APPROVED	REFUSED	DATE:
ACCOUNT#: _____		
SIGNED: _____		
CUSTOMER CONTACTED: _____		