



# CREDIT APPLICATION

## BUSINESS INFORMATION

Business Name: \_\_\_\_\_ DBA (if applicable): \_\_\_\_\_

Business Type:  Corporation  Sole Proprietorship  Limited Liability Company  
 Partnership  Sub S Corporation  Other: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_ Duns Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Website: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Years in Business: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ # of Locations: \_\_\_\_\_

Buying Group (if applicable): \_\_\_\_\_ Estimated Monthly Spend: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Complete the bank and trade reference sections below or attach a separate credit reference sheet. Please send completed application, W-9, tax exemption certificate, and resale certificate to [ar@genovaproducts.com](mailto:ar@genovaproducts.com).

## BANK REFERENCE

Bank Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

## TRADE REFERENCES

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

## AGREEMENT

### INDIVIDUAL GUARANTOR

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

### AUTHORIZED AGENT

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

We the undersigned person(s), in my/our representative capacity as authorized agent(s) of the Business Applicant named above and in my/our individual capacity as Personal Guarantor(s), affirm(s) that the information contained in the Credit Application is true, complete and correct, and I/we understand that Genova USA (hereafter "Genova") is requiring this information to grant credit. I/we authorize Genova to gather all consumer and business information, including regular and investigative reports relevant to the credit relationship between me/us and Genova. I/we further represent and warrant that, except as expressly disclosed herein, I/we have no knowledge of any fact which does or with the passage of time could materially and adversely affect the credit worthiness of the undersigned for the purposes of either obtaining or repaying the obligation to Genova. I/we consent to the disclosure to any interested party Genova's experience with this account. Genova may keep this Application even if it is denied.

In the event this Application is granted, I/we agree to the following conditions: (1) all conditions and terms of this Agreement and the account with Genova shall be governed by Utah law, (2) and any and all legal action to collect payment shall occur in the State of Utah, (3) the monthly statement total for invoices received shall be paid upon receipt, (4) all invoices, bills of lading, or other documents may be signed by employees, agents, or officers, and I/we will be bound entirely for the merchandise delivered to or picked up regardless of signature, (5) I/WE AM/ARE PERSONALLY LIABLE FOR THE CHARGES AND PURCHASES MADE ON THE ACCOUNT AND I/WE SHALL PAY ALL COSTS OF COLLECTION FOR ANY OVERDUE AMOUNT, INCLUDING COSTS OF COURT AND REASONABLE ATTORNEY FEES (6) Unless otherwise prohibited by law, Genova shall retain title on all unpaid goods and merchandise delivered to or received by the undersigned pursuant to this Agreement and the undersigned shall not use unpaid goods and merchandise as collateral on any debt, loan, or obligation of any type.

The undersigned hereby consent(s) to Genova's use of a non-business consumer credit report on the undersigned to further evaluate the credit worthiness of the undersigned as principal(s), member(s), partner(s) proprietor(s) and/or guarantor(s) in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorize(s) Genova to use a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as [an] individual(s) hereby knowingly consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C @ 1681 et seq. All accounts are due and payable at Genova's address shown above. Payments are due by the 10<sup>th</sup> (tenth) of each month following purchase. A \$20.00 Late Payment charge will be assessed on any overdue payment on received by the 15<sup>th</sup> (fifteenth) of each month. Unpaid balances after the 15<sup>th</sup> (fifteenth) day of the month will be subject to a 1.75% per month (21.0% per annum) Finance Charge. All payments will be applied first, against any Late Payment Charges, second, against any Finance Charges, and last, against any outstanding invoices.

This agreement may be terminated by the undersigned by written notice to Genova and complete payment of all outstanding amounts due. Genova may terminate this Agreement without notice at its discretion.

Genova SHALL NOT BE LIABLE FOR ANY GENERAL SPECIFIC, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE GOODS AND SERVICES PROVIDED BY IT OR ITS FAILURE TO PROVIDE SUCH GOODS AND SERVICES UNDER THIS AGREEMENT.