

**BUSINESS INFORMATION**

Legal Business Name DBA (Store Name) Yrs Business

Entity Type (select one)  Sole Proprietorship  Partnership  Corporation  LLC

Buyer First & Last Name Buyer Email Address

Buyer Main Phone Buyer Mobile Phone

Tax Information:  
(please attach copy of sales tax registration certificate)

Federal Tax ID (FEIN) Sales Tax Exempt Number  
(SS No. if single proprietorship/partnership)

Nature of Business Relationship:  Retail  Wholesale  Both

**BILLING INFORMATION**

All new customers are established as pre-pay. If you'd like to be considered for credit terms on future orders, please contact your Metro Sales Professional. For credit card payments, please complete Credit Card Authorization form.

Street City State Zip

Billing Contact Name Billing Contact Phone Billing Contact Email

Preferred Payment Method (select one):  Credit Card  Wire Transfer  Check  
 ACH  Terms

**SHIPPING INFORMATION**  Check here if same as billing address

Street City State Zip

Preferred Shipping Method (select one):  Ground  3 Day  2 Day  Next Day  LTL

Check here if you prefer to use your own shipping account.   
Account Number



**TERMS & CONDITIONS**

**CREDIT:** METRO DISTRIBUTORS, in its sole discretion, will assign Applicant a maximum credit line and shall have the right to increase, decrease, or terminate Applicant's credit privileges under this Application at any time without prior notice to Applicant, except as otherwise provided by law.

**INVOICES:** Payment of the purchase price for goods and/or services acquired from METRO DISTRIBUTORS shall be made pursuant to the terms set forth on each invoice, and Applicant agrees to pay all charges according to the payment terms established in said invoice. The entire outstanding balance due on all invoices shall become due to METRO DISTRIBUTORS in full immediately upon default in the payment of any invoice.

**INTEREST:** Applicant agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected.

**ACCURACY OF INFORMATION:** Applicant hereby certifies that the information furnished under this application and on any financial statements furnished in connection herewith, is true and correct and that this information is being furnished to METRO DISTRIBUTORS for the purpose of inducing METRO DISTRIBUTORS to extend credit to Applicant, and Applicant understands that METRO DISTRIBUTORS will rely upon such information as correct.

**AUTHORIZATION TO RELEASE INFORMATION:** Applicant authorizes METRO DISTRIBUTORS to perform any credit checks, which includes, but is not limited to, contacting credit reporting agencies, bank references and trade references listed in this application, to ascertain the Applicant's and its principal's and its guarantor's credit history and current credit status.

**WAIVER:** The failure of METRO DISTRIBUTORS to insist, in any one or more instances, on performance of these terms and conditions or under any invoice, or to exercise any right hereunder or under the invoice, is not a waiver of the future performances of any terms, covenant, condition or the future exercise of such right.

**EXPENSES OF ENFORCEMENT:** Applicant shall pay METRO DISTRIBUTORS all costs and expenses, including, without limitation, reasonable attorney's fees of not less than 25% of amount owed, and the fees of any collection agency and court costs, incurred by METRO DISTRIBUTORS in exercising any of its rights or remedies hereunder or under an invoice, or enforcing any of the terms, conditions or provisions hereunder or under an invoice.

**RETURNS:** Any/all items purchased from METRO DISTRIBUTORS and/or any of its affiliates must meet the following requirements to be eligible for a refund or exchange: Item(s) must be in Original Packaging, and Brand New condition. Return must include an RMA number which can be acquired by calling us and speaking with a dedicated account manager, account executive, or customer service representative. METRO DISTRIBUTORS reserves the right to deny any return or exchange and may request additional information as a condition of a return or exchange. Any SKU's sold in conjunction with or as part of a "FINAL SALE PROGRAM" are not eligible for return. Any product sold as a "FINAL SALE" cannot be returned. We strongly recommend you insure your package(s) as we are not liable for items that are lost or damaged while in transit. Shipping services purchased by the buyer in relation to the original purchase, including but not limited to, upgraded and international shipping are the sole responsibility of the buyer and are non-refundable. This return policy is only available to customers of the United States and/or Canada. We will do our best to accommodate such a request within our discretion but at the same time keeping you, the customer, satisfied. METRO DISTRIBUTORS reserves the right to amend this Return Policy at any time. METRO DISTRIBUTORS and its affiliates reserve the right to refuse a return for any reason.

**GENERAL:**

- (a) If any provision of this Agreement is unenforceable, such unenforceability shall not affect the remainder of this Agreement.
  - (b) These terms and all invoices shall be governed and interpreted according to the laws of the State of Rhode Island absent its conflicts of law provisions.
  - (c) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
  - (d) The rights and remedies granted herein are non-exclusive to those otherwise available under law of equity.
- UCCs:** Applicant agrees to execute at, METRO DISTRIBUTORS request, a Uniform Commercial Code Financing Statement (UCC-1) in the form supplied by METRO DISTRIBUTORS, granting METRO DISTRIBUTORS a security interest in goods purchased, Applicant's bank accounts, accounts receivables and other rights & property, in connection with any and/or all invoices.

*First and Last Name*

*Authorized Signature*

*Title*

*Today's Date*