



COMMERCIAL CREDIT APPLICATION

1235 Gemblor
San Antonio, Texas 78219
Voice: (800) 662-6236 ✱ Fax: (210) 467-3183

PLEASE COMPLETE AND SIGN THIS CREDIT APPLICATION IN FULL TO BE CONSIDERED FOR OPEN ACCOUNT STATUS. IF THE INFORMATION SUPPLIED IS INCOMPLETE OR FOUND TO BE INCORRECT, THIS MAY DELAY PROCESSING OF THE APPLICATION AND COULD AFFECT PROMPT DELIVERY OF PRODUCTS OR SERVICES. ALL ORDERS ARE SUBJECT TO TOY FACTORY'S STANDARD TERMS AND CONDITIONS.

FOR OFFICE USE ONLY

SSM# _____ ACCT# _____
TERR. _____ D&B _____
CLASS _____ DATE _____
TYPE _____ ENT _____
LIMIT _____

COMPANY INFORMATION

I, (we) submit the following information in applying for an open account:

Business Name _____ Type of Business _____
Address _____ Shipping Address _____
City _____ State _____ Zip _____ City _____ State _____ Zip _____
Phone Number () _____ Phone Number () _____
Accounts Payable Contact _____ EIN # _____

OWNER INFORMATION

COMPLETE APPLICATION SECTION:

☐ Individual ☐ Partnership ☐ Corporation ☐ Subsidiary of _____

Owner's, Officer's, Director's or Partner's Names:

1. _____ Address _____ City _____ State _____ Zip _____
2. _____ Address _____ City _____ State _____ Zip _____

Year Incorporated _____ State _____ Years in Business _____

Owner's Social Security #1: _____ - _____ - _____

#2: _____ - _____ - _____

NOTE: The individual personal guarantee must be completed by an officer/owner of the applying company.

BANK INFORMATION

Bank Name _____ Checking Account # _____
Address _____ Savings Account # _____
City _____ State _____ Zip _____ Phone Number () _____

TRADE REFERENCES

TRADE (1) _____ Acct # _____ Tel # () _____
Address _____ City _____ State _____ Zip _____ Fax # () _____
TRADE (2) _____ Acct # _____ Tel # () _____
Address _____ City _____ State _____ Zip _____ Fax # () _____
TRADE (3) _____ Acct # _____ Tel # () _____
Address _____ City _____ State _____ Zip _____ Fax # () _____

If representations made by Buyer in this credit application are subsequently found incorrect or incomplete, Toy Factory reserves the right at any time to reject the application and to suspend or terminate any pending purchase orders at its sole discretion and judgment. Buyer acknowledges and accepts Seller's payments terms as Net 30. If Buyer defaults in its timely payment, Seller may (1) charge an additional service charge of 1 1/2 % per month (18% annual) on any past due amounts until paid in full; (2) refuse any additional purchases; (3) modify/suspend and/or terminate the credit account in its sole discretion; (4) declare all amounts owing due; and (5) pursue all remedies to recover monies owed. Buyer agrees to pay all of Seller's collection expenses, including all court costs litigation expenses, and reasonable attorneys' fees. This Agreement shall in all respects be construed, interpreted, and enforced in accordance with, and governed by the laws of the State of Texas. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in San Antonio, Bexar County, Texas. The parties consent to the personal jurisdiction of and venue in the state and federal courts within San Antonio, Bexar County, Texas. In submitting this application for credit, I authorize you to investigate my credit record.

I CERTIFY THAT THE ABOVE INFORMATION IS
CORRECT AND AGREE TO THE ABOVE SHOWN.

SIGNATURE OF OWNER / PARTNER OR OFFICER _____

DATE _____

AUTHORIZED SIGNATURE OTHER THAN ABOVE _____

DATE _____

INDIVIDUAL PERSONAL GUARANTEE

THE FOLLOWING GUARANTEE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION

For value received, and in consideration of, and in order to induce Toy Factory, LLC, to extend credit for the purchase of certain products to be purchased pursuant to the Commercial Credit Application or any executed purchase orders (the "Products") to _____, ("Company"), which credit personally benefits me, I, the undersigned, unconditionally guarantee to Toy Factory, LLC the full and prompt performance and payment by Company of all obligations which Company presently or hereafter may have to Toy Factory, LLC under the Commercial Credit Application and any purchase orders executed pursuant to it, and under any other agreement related to it, including but not limited to, the payment when due of all sums owing by Company to Toy Factory, LLC under them, and agree to indemnify Toy Factory, LLC against any losses Toy Factory, LLC may sustain and expenses it may incur as a result of any default by Company under the Commercial Credit Application or any executed purchase orders and/or as a result of the enforcement or attempted enforcement by Toy Factory, LLC, of any of its rights against Company. I expressly waive all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agree that this guaranty shall be valid and unconditionally binding upon me. I further agree that this guaranty shall remain and continue in full force and effect notwithstanding any renewal, modification or extension of credit, and expressly waive all notice of and consent to any such renewal, modification or extension. I further agree that my liability under this guaranty shall be absolute primary and direct, and that Toy Factory, LLC shall not be required to pursue any right or remedy it may have against Company (and shall not be required to first commence any action or obtain any judgment against Company) before enforcing this guaranty against me, and that I will upon demand, pay Toy Factory, LLC the amount of all sums, the payment of which, by Company, is in default. This guaranty is formed and shall be construed under the laws of the State of Texas and any claims, lawsuits, or other actions under this Agreement shall be filed and pursued in Texas in the courts of Bexar County. Guarantor agrees that if Toy Factory, LLC shall employ an attorney to present, enforce or defend all of Toy Factory, LLC's rights or remedies hereunder, Guarantor shall pay all costs and expenses of collection and any reasonable attorney's fees incurred by Toy Factory, LLC in such connection.

SIGNATURE _____ Date _____ Year _____

ADDRESS _____

NOTARY STAMP / WITNESS _____