

# ACCOUNT APPLICATION

Owner/Officer \_\_\_\_\_ Title \_\_\_\_\_ Application Date \_\_\_\_\_  
 Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_  
 (DBA if applicable) \_\_\_\_\_  
 Physical Address \_\_\_\_\_  
 City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Billing Address (If different) \_\_\_\_\_  
 City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Business Phone # (\_\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_\_) \_\_\_\_\_ Cell Phone # (\_\_\_\_\_) \_\_\_\_\_  
 Email \_\_\_\_\_ Website Address: \_\_\_\_\_ #  
 of Years in Business \_\_\_\_\_ Owners Since \_\_\_\_\_ Operating Hours \_\_\_\_\_ Years at Present Location: \_\_\_\_\_  
 Accounts Payable Contact \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_  
 Form of Ownership: Corporation in the State of \_\_\_\_\_ Partnership Sole Proprietorship Limited Liability Company  
 Have you (or a company you had ownership in) ever declared bankruptcy? \_\_\_\_\_ If Yes: Year \_\_\_\_\_ Type \_\_\_\_\_  
 Store Size \_\_\_\_\_ sq ft # Employees \_\_\_\_\_ Annual Sales \$ \_\_\_\_\_ % of Sales from Firearms: \_\_\_\_\_  
 Please send more information on: Law Enforcement Individual Officer Program Fulfillment Services Electronic Ordering

## TERMS AND CONDITIONS

The following terms and conditions shall apply to all purchase transactions made by the customer/applicant identified on the account application to which these terms and conditions are attached and made a part (the "Customer"):

1. **Resale.** Customer is purchasing for re-sale (at retail) purposes only. Customer agrees to obtain and maintain a state resale (sales tax) number and certificate in the state in which Customer conducts its business.
2. **Compliance with laws.** Customer shall obtain and maintain all necessary federal, state and municipal business licenses and permits for its retail firearms and/or related accessories business. Customer agrees to maintain a thorough knowledge of and to fully comply with all current federal, state and local firearms regulations (FFL customers only).
3. **Export Restrictions.** Certain firearms (including Barrett, FN, Glock, HK, Ruger, Smith & Wesson, and others) and optical products (including EOTech, Leupold, Trijicon, and others) may not be exported without the express written consent of the manufacturer. Customer agrees that it will not export, directly or indirectly, any export restricted products without first obtaining the written consent of the manufacturer and in full compliance with U.S. government export licensing requirements (i.e., U.S. Department of State ITAR regulations and Department of Commerce BIS regulations). Customer should contact the manufacturer prior to exporting any product to ensure compliance.
4. **Place of Business.** Customer understands and agrees that, as a condition to the purchase of firearms, its FFL licensed place of business must have a storefront and be open to the public during scheduled business hours for the display and sale of shooting products. Firearm dealers may be required to submit pictures showing their storefront with signage and product display.
5. **Notification.** Customer agrees to promptly notify A & P Distributors in the event of any revocation of its FFL or any other required business license. Customer agrees to promptly notify A & P Distributors of any changes in the ownership or control of its business or in the form of its business entity (e.g. partnership, corporation, sole proprietorship).
6. **Payment.** Invoiced payment amounts not paid by the due date shall bear interest and service charges of 1.5% per month. Any returned checks will be subject to a \$25.00 service charge. Any delinquent payments or returned checks may result in the account being changed to cash prepay or COD only.
7. **Returns.** Customer agrees not to return any merchandise to A & P Distributors without prior authorization, and subject to a 10% re-stocking charge. Any defective merchandise is to be returned directly to the manufacturer in accordance with their warranty and return policies.
8. **Warranties.** The only warranties applicable to the products sold by A & P Distributors are any express warranties that come from the manufacturer of the products. Customer understands and agrees that A & P Distributors makes no representations or warranties of any kind or nature concerning the products it sells. Customer agrees to waive any and all implied warranties, including merchantability or fitness for a particular purpose.
9. **Security Interest.** Customer grants to A & P Distributors a purchase money security interest in any products sold to Customer on credit, and a first security lien right in all products purchased from A & P Distributors to secure the payment of all amounts Customer owes A & P Distributors. Customer hereby authorizes A & P Distributors to sign any document required to perfect A & P Distributors' security interest, including financing statements under the Uniform Commercial Code.
10. **Collection.** Customer understands and agrees that if credit is extended, all invoices are to be paid by the due date on the invoice. Customer shall be liable for all costs incurred by A & P Distributors in the collection of any delinquent account, including attorney fees.

The undersigned customer hereby certifies that all information supplied on the Customer's Account Application is true and correct, and that he/she is at least 21 years of age and has read and fully understands the Terms and Conditions to the account. Submission of this Account Application automatically enrolls you in A & P Distributors' e-flyers that highlight special offers and prices. To opt out of our e-flyer list, check here:

Owner or Corporate Officers Signature: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## OWNER(S), OFFICER(S), PARTNER(S)

1. 1) Name \_\_\_\_\_ Title \_\_\_\_\_ Residence Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone # (\_\_\_\_\_) \_\_\_\_\_
2. 2) Name \_\_\_\_\_ Title \_\_\_\_\_ Residence Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone # (\_\_\_\_\_) \_\_\_\_\_

## INDIVIDUAL PERSONAL GUARANTEE

For Good And Valuable Consideration, including the granting of credit terms for the account of \_\_\_\_\_ (the "Credit Account") with A&P Distributors, LLC (the "Obligee"), the undersigned (the "Guarantor") unconditionally and irrevocably guarantees to Obligee the full payment when due of any and all moneys owed, debts and liabilities of the obligor under the Credit Account to Obligee (the "Indebtedness"). This Guarantee applies to all Indebtedness regardless of when accrued. Guarantor hereby waives any right to require Obligee to (i) commence collection proceedings against the obligor under the Credit Account or (ii) pursue any other remedy before, or as a condition to, proceeding directly against Guarantor under this Guarantee agreement. Guarantor agrees to reimburse Obligee for any and all costs (including attorney fees) incurred by Obligee in the enforcement or collection of the Indebtedness under the Credit Account or this Guarantee.

This Guarantee shall be binding upon Guarantor and his/her heirs and assigns and inure to the benefit of Obligee and its successors and assigns. In Witness Whereof, the undersigned Guarantor has executed this Guarantee as of the date set forth herein.

Date: \_\_\_\_\_, 20\_\_\_\_. Guarantor signature: \_\_\_\_\_

Print name and address of Guarantor:  
\_\_\_\_\_  
\_\_\_\_\_

### BANK REFERENCE (Only for Requests for Open Credit Terms)

Bank Name \_\_\_\_\_ How Long? \_\_\_\_\_  
\_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # (\_\_\_\_) \_\_\_\_\_ Fax # (\_\_\_\_) \_\_\_\_\_ Contact \_\_\_\_\_

Account #: \_\_\_\_\_ Is this a

business account? \_\_\_\_\_ Do you have a line of credit or loan? Yes No If Yes, amount of

outstanding balance: \$ \_\_\_\_\_

And please provide institution name: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

### CREDIT REFERENCES (Only for Requests for Open Credit Terms)

### PAYMENT OPTIONS:

A&P Distributors, LLC accepts the following payment types: ACH, company check (includes faxed check), C.O.D. check, credit card\* (Visa, MasterCard and American Express), cash and money order.

**FOR OPEN CREDIT TERMS:** Click here for Open (Net 20) Terms Amount of credit needed monthly: \$ \_\_\_\_\_ \*

Credit Card: A&P Distributors, LLC 2% cash discount cannot be earned on credit card orders.

Trade Reference #1- Name: \_\_\_\_\_ Acct#: \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_

Trade Reference #2- Name: \_\_\_\_\_ Acct#: \_\_\_\_\_ Phone # \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

**CONFIDENTIAL**

The undersigned hereby authorizes the release of all credit information requested by A&P Distributors, LLC

Name of Company \_\_\_\_\_

Name listed on bank account \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name Signed \_\_\_\_\_

Title (if any) \_\_\_\_\_

Date \_\_\_\_\_

(A facsimile or copy of my signature shall be deemed to be an original.)