

# REAL REEF MANUFACTURING, INC.

P.O. BOX 1447, San Juan Capistrano Ca 92675 U.S.A Phone: (949)-218-8180  
Fax: (949)-218-8139 Email: sales@realreefrock.com

## CUSTOMER APPLICATION / TERMS & CONDITIONS (Please type or print)

The undersigned is applying for credit with Real Reef Manufacturing, Inc. and by submitting this application, agrees to abide by the terms set forth herein. The application has to be completed in full for approval.

The purchaser named on this Credit Application Agreement agrees that all purchases from Real Reef, Inc. made by the purchaser or by any person representing himself to be an employee, agent or representative of the purchaser shall be subject to the credit terms and conditions of Real Reef, Inc. as established and amended from time to time, including the terms and conditions set forth herein. The purchaser represents and warrants that the information furnished herein authorizes Real Reef, Inc. to investigate and obtain information from all the bank and other credit references and sources (whether or not listed in this Credit Application and Agreement) regarding the purchasers credit worthiness. All credit extensions shall be made at the sole discretion of Real Reef, Inc. and may be denied altered or terminated by Real Reef, Inc. at any time without cause.

The Purchaser agrees to pay all amounts due to the Real Reef, Inc. in full in accordance with the terms stated herein. Any amount not paid when due to Real Reef, Inc. shall bear interest at the rate of eighteen percent (18%) per annum or the maximum lawful rate whichever is less, until paid. A service charge shall be payable by the purchaser for any check returned by the purchaser's bank. Real Reef, Inc. does not waive any additional remedies available under applicable state law for any returned check returned by the purchaser's bank due to insufficient funds. The purchaser shall pay all attorney's fees, collection and court costs and other expenses incurred by Real Reef, Inc. to collect any obligations owing by the purchaser, whether or not incurred in connection with litigation.

Company Name:	Date business established:
DBA (if different):	Website:
Owner name:	E-Mail:
Billing Address: City: State: ZIP:	Phone: Fax: Alternate Phone: Cell Phone:
State Resale Number:	Issuing State:
Federal Tax ID:	Is the business a franchise? Yes / No
Buyers name:	Other authorized buyers:
Preferred Shipping: Truck / Air Cargo Alternate Shipping Method:	Destination Airport: Destination City and Zip Code:
Have you ever had credit with us before? Yes / No	

If yes, under what name?

How did you hear about us: Referral / Website / Customer / Our Boxes / Other

Your Birthday (Month and Day) :

**TRADE REFERENCES**

Reference #1	Company Name:
	Contact:
	Address:
	Phone:

Reference #2	Company Name:
	Contact:
	Address:
	Phone:


**CREDIT CARD INFORMATION**

Primary Credit Card #1	Card Type: Visa    MasterCard    American Express
Credit Card Number:	Expiration Date:

Is this a debit card: Yes / No

Name as it appears on card:	Card Holder Signature:
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Credit Card Billing Address:

Alternate Credit Card #2	Card Type: Visa    MasterCard    American Express
Credit Card Number:	Expiration Date:

Is this a debit card: Yes / No

Name as it appears on card:	Card Holder Signature:
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Credit Card Billing Address:

**CHECK BY PHONE INFORMATION**

Bank Name:

Routing Number:

Account Number:

Is this a business checking account? Yes / No

Driver License No.:

State Issued:

PAYMENT FOR PRODUCTS IS DUE PRIOR TO SHIPMENT OF PRODUCT. THE UNDERSIGNED AUTHORIZES REAL REEF MANUFACTURING, INC. TO CHARGE AMOUNTS OWING ON YOUR CHARGE CARD OR BY ELECTRONIC CHECK PROVIDED ABOVE (page 2). THE UNDERSIGNED AGREES TO NOTIFY REAL REEF MANUFACTURING, INC. OF ANY CHANGES TO THE INFORMATION PROVIDED IN THIS APPLICATION, INCLUDING CHANGES TO CREDIT CARD OR ANY OTHER INFORMATION. The undersigned as an inducement to grant credit warrants that the information submitted is true and correct. In consideration of credit being extended by Real Reef Manufacturing, Inc. to the above named applicant for merchandise to be purchased, whether applicant be an individual or individuals, a proprietorship, partnership, corporation, or other entity, the undersigned guarantor or guarantors each contract and personally guarantee to Real Reef the faithful payment, when due, of all accounts of said applicant.

In the event that your credit card or check declines charges for a shipment, your order will be sent COD Certified Funds, unless you have been pre-approved for company check status. If this not acceptable, please indicate here with your initials \_\_\_\_\_ and we will restock your order and reschedule it for another date. In the event of a declined credit card or electronic check there will be a restocking fee which will be 10% of your invoice total.

In the event it becomes necessary for any of the parties to this Agreement to engage legal counsel to enforce the terms of this Agreement or sue for damages hereunder, then the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Both parties agree that any action, controversy, claim, proceeding or suit arising out of this Agreement shall be filed in the appropriate Court of jurisdiction in Orange County, California.

<p>_____</p> <p>Owner Signature</p>	<p>Date _____</p> <p>Print Name _____</p>
<p>Primary Card</p>	<p>Secondary Card</p>

**To help expedite your application please include a copy of your Resale Permit, Business license, card holders driver license and a voided company check that correlates with this application. Thank You**

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## PURCHASING AGREEMENT / TERMS & CONDITIONS

Due to the perishable nature of the said Live Animals (Fish, Corals, Invertebrates, Live Rock), I (the applicant/buyer) agree that the decision of credit and amount of a credit is solely decided by Real Reef, Inc.

X\_\_\_\_\_ Initial

I (the applicant/buyer) agree and understand that any credit issued will be applied on my future order/ orders from Real Reef, Inc.

X\_\_\_\_\_ Initial

I (the applicant/buyer) am responsible for all shipping charges incurred and will file a claim with the appropriate airline if any damage or loss occurs. This includes, but is not limited to, mishandling, transit delays, missing and damaged boxes, un-recovered and improper airline disposal of freight, exposure to extreme temperatures, et al. Inspect all packages before departing the airport to determine seen/unseen damages/deaths and immediately file a claim.

X\_\_\_\_\_ Initial

I (the applicant/buyer) understand these conditions and the legality of this agreement and agree not to hold Real Reef, Inc. liable for any loss, for any reason. This applies to claim(s) declined and unpaid by the appropriate airline.

X\_\_\_\_\_ Initial

I also will not, under any circumstances, refuse any shipment once the order is placed with Real Reef, Inc. and shipped. I am responsible for pickup regardless of delays by airlines and will file claims if necessary.

X\_\_\_\_\_ Initial

I agree, for any reason I will not charge back my Credit Card/Debit Card Payment, or place stop payment on a check for any shipment/order placed with Real Reef, Inc.

X\_\_\_\_\_ Initial

X\_\_\_\_\_ Date \_\_\_\_\_  
Signature (applicant/buyer)

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

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