



# Jinny Beauty Supply

ATLANTA • BALTIMORE • CHICAGO • DALLAS • DETROIT • HOUSTON  
LOS ANGELES • MEMPHIS • MIAMI • NEW JERSEY • ST. LOUIS

# CREDIT APPLICATION For Business Account

Store Name \_\_\_\_\_

Billing Address \_\_\_\_\_

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

Shipping Address (if different from above) \_\_\_\_\_

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

Business or Owner's Email Address \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

## Trade References

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

Contact Name \_\_\_\_\_ Contact Name \_\_\_\_\_ Contact Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_ Address \_\_\_\_\_

Phone \_\_\_\_\_ Phone \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_ Fax \_\_\_\_\_ Fax \_\_\_\_\_

## Bank Reference

Institution Name \_\_\_\_\_ Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Account # \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

## Opened Credit Agreement

Credit privileges with Jinny Corp., Jinny Beauty Supply Company, Inc. or any of our operating divisions, affiliates or subsidiaries (collectively "Jinny") are offered as a convenience to our customers, and may be withdrawn at any time at the sole option of Jinny. By signing this credit application, customer acknowledges that it has read this agreement and that it fully understands and accepts the terms of this agreement.

**CREDIT APPROVAL** - Credit will be extended only to customers who have established credit worthiness, who are not past due with Jinny or any other supplier, and who are approved by Jinny. Credit privileges may be suspended or canceled by Jinny at its sole option at any time. Customer acknowledges that Jinny may request credit reference information on us at any time and agree to hold harmless and indemnify Jinny for the information provided.

**CREDIT POLICY** - Customers will receive an invoice not less often than monthly for product ordered from any of Jinny's locations. Invoices not paid by the 30th day after the original invoice date will be considered past due and will be assessed a finance charge as hereinbelow provided. Jinny may from time to time provide customer with statements showing open invoices and accrued finance charges; however, customer's obligation to pay Jinny for product sold to customer on credit commences with the date of shipment. Alternatively, accrued and unpaid finance charges may be included as part of customer's next invoice for product ordered and shipped, and shall be immediately due and payable. Jinny will accept credit cards as a form of payment at no charge at the time an order is placed; however, credit cards used to pay invoices will incur an additional charge of 3% on the total unpaid balance.

**FINANCING CHARGES** - A finance charge will be added to all balances thirty (30) days past the original invoice date, until paid, at a rate of 1.5 percent per month (an ANNUAL PERCENTAGE RATE [API] OF 18.0 PERCENT) on all purchases. Jinny does not agree or intend to contract for, charge, collect, take, reserve, or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest, finance charges or in the nature of a fee for these credit privileges, which would in any way or event (including demand, prepayment, or acceleration) cause Jinny to charge or collect more for these credit privileges or finance charges than the maximum it would be permitted to charge or collect by federal law or the law of the state from which the invoice was generated or product was shipped by Jinny (as applicable). Any such excess interest, finance charge or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of the amount due Jinny, and when this amount has been paid in full, be refunded to customer.

**ADJUSTED BALANCE** - The finance charge will be computed by applying the periodic rate shown above to the balance owed on the past due invoice, including unpaid finance charges from the previous billing period, and subtracting payments received and credits issued.

**C.O.D. PURCHASES** - All customers who have not been approved for credit will be on a cash, credit card, or prepaid basis only. Before customer picks up or receives any delivery of product, the invoiced amount must be paid in full.

**DISPUTES AND DEFAULTS** - Your request for credit privileges with Jinny, as set forth in this agreement, shall be deemed a contract made under the laws of the State of \_\_\_\_\_, and performable in \_\_\_\_\_ County, \_\_\_\_\_. Any invoice rendered by Jinny pursuant to this agreement shall be construed and enforced, along with all matters arising thereunder or related thereto, in accordance with and governed by the internal laws of the state in which such invoice is rendered by Jinny, without reference to the rules thereof relating to conflicts of law. You hereby irrevocably submit to the jurisdiction of the state and federal courts located in such state of rendition and agree and consent that service of process may be made upon you in any legal proceeding relating to any account relationship established under this agreement, the rendition of services or provision of goods by Jinny to you or any other relationship between you and Jinny by any means allowed under state or federal law. By signing this agreement, you agree that any legal proceeding arising out of or in any way related to any account relationship established under this agreement, the rendition of services or the provision of goods by Jinny to you, or any other relationship between you and Jinny may be brought and litigated in any state or federal court located in \_\_\_\_\_ County, \_\_\_\_\_, or in any state where Jinny maintains a place of business. By engaging Jinny to provide services and/or goods to you, you hereby waive and agree not to assert, by way of motion, as a defense or otherwise, that any such proceeding is brought in any inconvenient forum or that the venue thereof is improper.

The undersigned states that the information supplied on this Credit Application is for the purpose of securing credit with Jinny Corp and that such information is true and complete. You are hereby authorized to obtain such further information as is necessary concerning the information stated on this application.

The undersigned further jointly and personally guarantees the payment of all monies due Jinny Beauty Supply Signature \_\_\_\_\_ Date \_\_\_\_\_

The undersigned agrees to abide by all Jinny Policies. Printed Name \_\_\_\_\_ Title \_\_\_\_\_