

For Office Use Only

Date Rec.: _____ Territory # _____

Approval: _____

Last Update: _____ Account # _____

AM&E® Account Application

Please attached a copy of your resale license (aka Use & Sales Tax, Seller's Permit, Certificate of Resale, Certificate of Authority,..)

1200 South Priest Drive, Tempe, AZ 85281

Phone: 1-800-528-6480

Fax: 1-800-554-7554

Email: sales@amegolf.net

New Customer Information

Type Account: Club Account _____ Off-Course Retail _____ Golf Association _____ Other/specify _____

Club Name: _____ Private _____ Public _____ Semi-Private _____ Municipal _____

Date Established: _____ How Long in Business: _____ Months Open: _____ Age of Facility _____

Shop Name: _____ Shop Owner: Club _____ Pro _____ Other _____

Business Entity Responsible for Payment _____ How long in Business: _____

Management Co. (If Applicable): _____

Address (As to appear on invoices):

BILL TO:

Attn: _____

Name: _____

dba: _____

Address: _____

Phone: _____

Fax: _____

Accounting Contact:

Name: _____

Phone: _____

Email: _____

SHIP TO:

Attn: _____

Name: _____

dba: _____

Address: _____

Phone: _____

Fax: _____

Primary Golf Shop Contact / Merchandise Controller:

Name: _____

Phone: _____

Email: _____

Check here to have invoices as "Emailed Only" to AP Contact

Trade References

Vendor /Contact name _____ Phone () _____ Email _____

Vendor/Contact name _____ Phone () _____ Email _____

Signature: _____

Title: _____

Printed Name: _____

Date: _____

****Signature grants permission to contact references for credit worthiness and represents acknowledgement and agreement to AM&E's Terms and Conditions**



PARTIES HEREBY AGREE THAT ALL PURCHASES MADE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The purchaser hereby agrees that all amounts due for goods and services purchased from American Manufacturing & Embroidery ("AM&E") are payable at 1200 South Priest Drive, Tempe, Arizona 85281 within 30 days of the invoice date.
2. The purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney for collection, reasonable attorney's fees plus all court and associated collection costs.
3. Failure to pay in a timely manner may result in a report being filed with Experian, Trans Union, Equifax and other credit reporting agencies. This reporting may be executed at 91 days from Invoice date if payment has not been received at AM&E, 1200 South Priest Drive, Tempe, Arizona 85281.
4. By signing the Account Application, authorization is given to AM&E to check with and receive information from all financial institutions and references given to determine credit worthiness and adequate credit limits.
5. Your signature confirms you are authorized by your jurisdiction to sell goods/services and are solely responsible for collecting any applicable sales taxes.
6. **All images, information, depictions, and concepts on www.AMEgolf.net are the sole property of AM&E, and may not be used in any public mediums (including web sales and/or images) without the express written permissions of AM&E. AM&E's name or logo cannot be used in any form without the express written permission of AM&E.**
7. **Internet sales of AM&E's products are strictly prohibited without the express written permission of AM&E.**

ORDER ACCEPTANCE, CANCELLATIONS AND CHARGES:

- a) All orders, pricing and delivery dates are subject to acceptance by AM&E. AM&E reserves the right to accept or reject any order.
- b) Once an order is received and entered at AM&E, your organization will have up to 24 hours to cancel a portion of or the entire order. If you cancel after 24 hours, you will incur the full cost of the portion of or entire order being cancelled.
- c) All changes to an order should be in writing via email or faxed when applicable. Verbal instructions must be confirmed in writing via email or faxed in order to avoid misunderstandings. Fax to (800) 554-7554, email to neworder@amegolf.net.

RETURN GOODS POLICY:

AM&E will accept the return of merchandise if the following conditions are met:

- a) Prior permission must be obtained before returning items. Call (800) 528-6480 for an authorization to return goods with an explanation of the problem causing the return request.
- b) AM&E must be notified of all defects within ten (10) business days of receipt of the product.
- c) AM&E will issue credit based upon the original invoice amount for the resalable quantity (excluding freight cost, unless it was an error on the part of AM&E).
- d) AM&E sales representatives will not pick up, issue credit and/or return packaged goods for you.

MERCHANDISE NOT RECEIVED:

- a) All claims for undelivered merchandise must be made within ten (10) business days of the invoice date. Call (800) 528-6480 to report your claim.
- b) AM&E will initiate an inquiry regarding the merchandise with the carrier immediately.
- c) The Customer will be notified of the results of the trace within 24 hours if possible. This will include the date and the name of the individual who signed for the shipment. If a written tracer is requested, allow up to two weeks for the processing by the carrier center.
- d) If the Customer requests a replacement of the order prior to receiving the results of the tracer, the Customer is liable for all orders received.

BILLING ERRORS:

We will send a credit to the Customer within one (1) week of the notification of the error

CREDIT MEMO POLICY:

Credit memos will be issued within 30 days of initial credit communications at a value not to exceed the original invoice amount and applying the specific policies outlined below. PLEASE OPEN PACKAGES IMMEDIATELY UPON RECEIPT TO VERIFY CORRECTNESS OF YOUR ORDER. ****Request for credit must be made within 30 days of the invoice date.**

FREIGHT:

Freight is based on the distance shipped and the dimensional weight of the merchandise upon shipment. If a partial shipment is requested, freight will be charged on each shipment made. Unless the Customer gives special instruction, AM&E will use FedEx for all shipments.

Transfer of Title and Possession: Delivery to the carrier constitutes delivery and transfer of title and possession to the Customer. AM&E products are carefully inspected prior to leaving our plant to ensure they are in good condition and in approved containers. Any claim for damaged, lost or delayed shipment must originate with the consignee and must be filed against the carrier making delivery. Signing carrier paperwork at the time of delivery indicates acceptance of the shipment. AM&E Customer Service will be glad to assist our Customer if a problem should occur.

Shipping Address: AM&E will ship merchandise direct to the Customer as listed in the "SHIP TO" information using our labels and name. If you wish to "drop ship" the merchandise directly to your Member, please furnish this information on the order form including contact phone numbers.

LIABILITY:

- a) AM&E is not responsible for errors due to the Customer's provision of incorrect or incomplete information when submitting the order. The Customer is responsible to ensure that they have correctly chosen and included all correct styles, colors, logos and options.
- b) AM&E is not responsible for order mistakes due to the lack of due diligence on the part of the Customer in supplying and specifying the correct order information, placing, typestyles, spelling, logo, numbering, special wording, banking or other information that the Customer should have supplied with the order.
- c) AM&E's liability for errors due to our mistakes is limited to the replacement of the items or credit for the items invoiced. AM&E cannot be responsible for any consequential costs incurred.
- d) Custom orders tailored to the Customer's specifications are the responsibility of the Customer to protect themselves and AM&E against violations of existing patents, copyrights and personal rights. All Customer property on AM&E premises is held at the Customer's risk. The Customer is solely responsible and financially liable for all costs associated with infringement of patents, copyrights and other personal rights and agrees to indemnify AM&E for any liability.

WARRANTY:

- a) All products bearing AM&E's name are warranted to be free from defects in material and workmanship.
- b) Our commitment is to provide our Customers with superior quality merchandise. We do not normally offer price adjustments for products with quality-related defects. Our policy is to replace all unsatisfactory products with products that meet the Customer's quality expectations.
- c) All quality complaints/return requests will be resolved by replacement of the product. Questions should be addressed to Customer Service at (800) 528-6480 Option #1.
- d) Replacements will be treated as a high priority RUSH order.