



we think like babies.

CREDIT CARD AGREEMENT

Please fill out the agreement completely and fax information to Cary Baggett, Customer Service Manager, @858-457-0620

I hereby authorize Infantino, LLC. to use the following credit card:

This Purchase order only.

This Purchase order and all future Purchase orders
until further notified

Credit card number: _____

Expiration Date: _____

Security Code (3-digit code on back for Visa & Master Card; 4 digit code on front for AmEx): _____

Name on credit card: _____

Credit card bill to address: _____

City, State, Zip Code: _____

Telephone number of card holder: _____

Approved and accepted: _____
Company Name

Signature: _____

I certify I am an authorized officer of company listed above.

Date: _____

4920 Carroll Canyon Rd, Suite 200, San Diego CA 92121. Ph: (888) 702-2025

I agree to all the attached Terms and conditions and authorize Infantino, LLC to debit my credit card account listed above and accept responsibility for payment on all transactions. This agreement will remain in force and effect until withdrawn in writing/via Certified Mail, return receipt requested.

By signing this authorization, the Applicant agrees that a facsimile or a copy of signature below is as valid as the original.



4920 Carroll Canyon Rd, Suite 200, San Diego, CA 92121
 Phone: 800.365.8182 Fax: 858.457.0620

| | | |
|---------------|------------------------|----------|
| Company Name: | | Cust ID# |
| City | State/Zip/Postal Code: | Country |

Terms and Conditions

- SHIPMENT** – All prices and delivery by Infantino, LLC are FOB Infantino, LLC warehouse in San Diego, CA, unless otherwise specified. Method of shipment is at Infantino, LLC discretion; unless purchaser supplies Infantino, LLC with explicit written instructions minimum 15 days in advance from the ship date. Delivery dates are estimates only and are subject to availability of goods. Infantino, LLC shall have no liability for failure to deliver materials by the estimated delivery dates, nor shall it be responsible for a delay in delivery or non-delivery, which results from or is contributed to, by causes beyond Infantino, LLC control.
- ACCEPTANCE OF GOODS BY PURCHASER**-If purchaser accepts the goods; acceptance shall be final and irrevocable. Purchaser's retention of goods for more than twenty-four hours after delivery to purchaser's place of business, or designated place of delivery, shall be an irrevocable acceptance by purchaser.
- IDENTIFICATION -RISK OR LOSS** -Identification of the goods shall occur at the moment the goods are delivered to any carrier for shipment to purchaser. All risk of loss, title to and damage to goods passes to purchaser upon identification. However, if purchaser has negotiated other terms, which include FOB purchaser's location, then identification and risk of loss shall occur at the time the goods are tendered for delivery at customer's location.
- FREIGHT, TAXES AND OTHER CHARGES**-All prices are net to Infantino, LLC. Purchaser agrees to pay all additional costs, sales, excise or other taxes, freight, transportation, insurance and all other charges, where applicable. Purchaser may provide tax exemption certificates acceptable to the taxing authorities to Infantino, LLC.
- APPLICABLE LAW AND ATTORNEY'S FEES**-Orders shall be governed by laws adopted by the state of California and in force on the date of this order. Venue for any disputes under this order shall lie in Orange County, California. In connection with any litigation; including arbitration, or any other dispute arising under this order, the prevailing party shall be entitled to recover his/her expenses, including reasonable attorney's fees and costs.
- ARBITRATION OF DISPUTES** -In the event any dispute arises concerning any aspect of any agreements; including payment, either party shall make a written demand for arbitration. Fifteen days from receipt of written demand, each party shall appoint an arbitrator and the two arbitrators shall select a third arbitrator. If the arbitrators cannot agree on a third arbitrator within thirty days; either party may request the selection be made by a judge of a court having jurisdiction. Arbitration will take place in Orange County, California and the California rules of law, as to procedure and evidence, shall apply. A decision agreed to by two of the arbitrators will be binding and either party will have the right to enforce said decision in Orange County, California. Each party to the arbitration will pay the expenses it incurs and share the expense of the arbitrator, equally.
- SHIPMENTS OUTSIDE OF THE UNITED STATES** -In the event any dispute arises concerning any aspect of agreements; including payment, and the purchaser is a resident of a country other than the United States of America, such dispute shall be resolved in accordance with the "Arbitration of Disputes" section of this agreement. Arbitration shall take place in Orange County, California, and the procedural and substantive law of California shall apply. Enforcement of the arbitrators' decision shall be in accordance with the Convention of the Recognition and Enforcement of Foreign Arbitral Awards.
- WARRANTIES, DISCLAIMERS AND REMEDIES FOR MATERIALS**
 - LIMITED WARRANTIES** –Infantino, LLC warrants that the materials delivered conform, within reasonable tolerance, to the specifications in the order. This warranty gives you specific legal rights and you may have other rights, which vary from state to state.
 - DISCLAIMERS** - INFANTINO, LLC MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES AGAINST UN-PRODUCTIVITY, LATENT DEFECTS, OR ANY OTHER MATTER, ANY WARRANTIES ARISING UNDER THIS ORDER EXTEND ONLY TO THE ORIGINAL PURCHASER AND NOT TO ANY OTHER PERSON, GROUP OR ENTITY. No affirmation, representation or warranty concerning the materials sold under this order is binding on Infantino; unless specifically included in this order, in writing.
 - PURCHASER'S OBLIGATIONS** -Within 72 hours from the time of arrival of the materials at the purchaser's location; purchaser shall examine the materials for defects, and the examination shall include, but not be limited to, quantity and variety. If the purchaser identifies any defect in the materials; purchaser shall notify Infantino, LLC Customer Service Department of the defect by telephone within twenty-four hours of discovery of the defect. Failure to comply with this notice requirement constitutes an absolute waiver of any claim against Infantino, LLC. At Infantino, LLC request, purchaser shall return sufficient samples of the materials to Infantino, LLC.
 - REMEDIES AND LIQUIDATED DAMAGES** -Infantino's obligation under the warranties arising pursuant to this order are limited to and shall be fully discharged by replacing, without cost, if reasonably available, any materials that do not comply with warranties, or at Infantino's option, Infantino may refund the purchaser's payment for that portion of the order found to be defective. In no event will Infantino be liable for more than the purchase price of the materials; nor shall Infantino be liable for consequential, punitive or incidental damages, except as otherwise required by law. Purchaser recognizes and agrees that this limitation of consequential damages for commercial losses is not unconscionable.
 - RETURN OF MATERIAL** -In no event shall purchaser return materials without obtaining Infantino, LLC prior permission. Any materials returned to Infantino, LLC without Infantino, LLC permission, other than pursuant to warranty claim, shall be subject to a service charge of ten (10%) percent of the invoice price, plus all transportation charges. This agreement is intended as a final expression of the agreement of Infantino, LLC and the purchaser and is a complete and exclusive statement of their terms of the agreement. No oral statements, no course of prior dealing between the parties, and no usage of trade shall be relevant to supplement or explain any term in the order. An order can be modified or rescinded only in writing, signed by all the parties or their duly authorized representative.
- WARRANTIES, DISCLAIMERS AND LIMITATION OF REMEDIES AND LIABILITY FOR MANUFACTURED PRODUCTS**
 - LIMITED WARRANTY AND DISCLAIMER** – Infantino, LLC warrants title to the products. Infantino, LLC warrants for a period of six months from the date of purchase by the purchaser that all products manufactured by Infantino, LLC shall be free from defects in material and workmanship. INFANTINO, LLC MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TIME OF DELIVERY, OR ANY OTHER MATTER.
 - LIMITATIONS OF REMEDIES AND LIABILITY** -If any product purchased under this agreement proves defective within SIX MONTHS from the date of receipt by purchaser; purchaser must notify Infantino, LLC in writing of the defect within fourteen days of discovery of the defect and within the six month warranty period and must establish the product has been properly maintained and used. Upon receiving notice and proof of the defect and proof of proper maintenance and use, Infantino, LLC will have the option of repairing or replacing the goods free of charge, FOB Infantino, LLC plant, or alternatively, Infantino, LLC may choose to refund the purchase price. Infantino, LLC obligations under this warranty shall be fully discharged by Infantino, LLC repair, replacement of the goods, or refund of the purchase price of the defective product. In no event will Infantino, LLC liability for any and all losses or damages arising out of any cause whatsoever related to the products sold hereunder exceed the purchase price of the products. All claims related to the goods shall be deemed waived unless made in writing and delivered to Infantino, LLC within the time specified above. If Infantino, LLC does not receive written notice of a claim within the time specified above; Infantino, LLC shall deem any claim an absolute and unconditional waiver by the purchaser, even if the facts relating to such claim have not been discovered.
- In order to induce Infantino, LLC to accept orders and extend credit, the undersigned hereby personally, jointly and severally guarantees the full and prompt and punctual payment of all purchases. The undersigned waives notice of acceptance of this guarantee of payment for all present and future purchase orders, of any default in payment of such orders, and any proceedings to collect against the Debtor.

By submitting this application, I/We do hereby acknowledge, agree to, and accept the Credit Agreement and Terms of Sale without exception as set forth above in items one through ten inclusive.

Initials of Applicant _____