

**SAMS International**  
**306 South Maple Avenue**  
**South San Francisco, CA 94080**  
**Tel: (650) 244-9800 / (800) 683-2545**  
**Fax: (650) 244-9888**

**Purchase Order**

Sales Rep.: \_\_\_\_\_ PO# \_\_\_\_\_

Ship Via: \_\_\_\_\_ Date \_\_\_\_\_

Customer Name	Ship To
_____	_____
Name _____	Name _____
Address _____	Address _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____
Telephone _____ Fax _____	Telephone _____ Fax _____

No.	Qty	Collection	Design	Size	Price	Total Cost
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Notes / Special Instructions:				Subtotal		
				Sales Tax		
				Shipment Charges		
				Grand Total		

**Terms and Conditions of Sale:**

By signing this Purchase Order Agreement ("Agreement"), Buyer and Guarantor hereby agree to all of the following subject to all of the terms and conditions of this Agreement:

- (a) Buyer hereby purchases from Seller all of the foregoing merchandise in an as is condition existing as of the date hereof at Buyer's sole risk and expense;
- (b) Seller is hereby authorized to forward all or any part of the foregoing merchandise to any or all the persons, entities, and/or locations referenced above;
- (c) Buyer and Guarantor hereby jointly and severally guarantee that Buyer shall pay for all of the foregoing merchandise and any future purchases by Buyer from Seller;
- (d) All overdue payments shall bear interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever greater;
- (e) In the event that any dispute arises hereunder or pursuant hereto, the prevailing party shall be entitled to collect all costs and expenses including attorney's fees;
- (f) Title to all of the foregoing merchandise shall remain with seller until paid in full;
- (g) Seller shall have a security interest in and to all of the Buyers and Guarantors tangible personal property now or hereinafter owned including but not limited to all inventory merchandise, goods, tools, equipment, attachments, insurance proceeds, fixture, machinery, any and all "accounts" and "general intangibles" as defined in the California Uniform Commercial Code ("UCC") and all proceeds from any and all of the foregoing, to secure Buyer's and Guarantor's obligations hereunder or otherwise, and Seller shall have all of the rights and remedies of the secured creditor under the UCC and may file a signed copy of this agreement with the appropriate filing officer to protect the security interests granted hereunder;
- (h) A restocking fee equal to 15% of the purchase price of any merchandise returned by Buyer will be charged to Buyer which amount will be due and payable by Buyer within 10 days of return of such merchandise.
- (i) No returns will be credited to Buyer unless made with the prior written consent of Seller, which consent maybe withheld in Seller's sole and absolute discretion
- (j) Sale of all merchandise to Buyer will be deemed executed in San Francisco, California.
- (k) All payments from Buyer and Guarantor will be due and payable in San Francisco, California.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ for, Buyers and Guarantors

By: \_\_\_\_\_ for, Buyers and Guarantors

**Please fax signed and completed form to 415.431.5044 / Attn: Customer Service**