

PINDLER

EST. 1947

11910 POINDEXTER AVE., MOORPARK, CA 93021
P.O. BOX 8007, MOORPARK, CA 93020
P: 805.531.9090 F: 805.532.2020
PINDLER.COM

NEW ACCOUNT/CREDIT APPLICATION

- NEW ACCOUNT
 REACTIVATION/UPDATE
ACCT. # _____

THIS APPLICATION HAS TWO SIDES. BOTH MUST BE COMPLETE AND SIGNED WHERE INDICATED.

CONTACT INFORMATION:

DATE ____ / ____ / ____

BUSINESS NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHYSICAL ADDRESS _____

(if different than mailing)

CITY _____ STATE _____ ZIP _____

PHONE (____) _____ MOBILE (____) _____ WEBSITE _____

MAIN EMAIL _____

INVOICING EMAIL _____ OR CHECK HERE TO OPT OUT OF ELECTRONIC INVOICING
(if different than main email)

MARKETING EMAIL _____ OR CHECK HERE TO OPT OUT OF MARKETING EMAILS
(if different than main email)

ARE YOU INTERESTED IN OUR FREE SAMPLE BOOK PROGRAM? YES NO

WOULD YOU LIKE A SALES REPRESENTATIVE TO CALL ON YOU? YES NO

TYPE OF ACCOUNT REQUESTED:

- PROFORMA / PAYMENT BEFORE DELIVERY NET 30 *(Bank information required)*

NAME OF BANK _____

PHONE (____) _____ ACCT. # _____

BUSINESS INFORMATION:

OWNERSHIP: SOLE OWNERSHIP PARTNERSHIP CORPORATION LLC

Must provide the following for at least one owner / officer / partner

NAME (1) _____ (2) _____

TITLE _____

HOME ADDRESS _____

HOME PHONE (____) _____ (____) _____

SALES TAX STATUS: TAXABLE NON-TAXABLE *(Must provide appropriate documentation)*

TYPE OF BUSINESS *Please indicate ONLY one.*

- INTERIOR DESIGN STUDIO MODEL HOME DESIGNER
 IN-HOME DESIGNER WITH LIBRARY IN-HOME DESIGNER WITHOUT LIBRARY
 UPHOLSTERER DRAPERY / BEDDING WORKROOM
 ARCHITECT HOSPITALITY / SPECIFIER
 CONTRACT / HOSPITALITY MANUFACTURING OTHER _____

TURN AND READ THE TERMS AND CONDITIONS ON THE BACK. SIGNATURE IS REQUIRED.

Pindler & Pindler, Inc.
TERMS AND CONDITIONS OF SALE

ACCT. # _____

ACCEPTANCE OF ORDERS: All orders placed by you are subject to acceptance by Pindler & Pindler, Inc. Each order placed by you and accepted by us is a sale subject to these Terms and Conditions of Sale (this "Agreement") and indicates your assent to this Agreement, unless otherwise mutually agreed in writing.

ENTIRE AGREEMENT: This Agreement, including our privacy policy as incorporated herein by reference, constitutes the entire agreement between the parties, supersedes any other contracts or courses of dealing between the parties, and is intended by the parties as a complete and exclusive statement of the terms of their agreement.

THE PARTIES: For purposes of this Agreement and application, the parties shall be defined as follows: You, hereafter referred to as 'Buyer', 'Applicant', or 'Account Holder'; and we, hereafter referred to as 'Pindler & Pindler, Inc.' or 'Seller'.

F.O.B.: Moorpark, CA

PRICES: Prices quoted are net wholesale. Prices are subject to change without notice. All shipping and special processing charges are additional.

CURRENCY: All monetary transactions between Buyer and Seller are to be made in U.S. Dollars.

THIRD-PARTY PAYMENTS: Third-party payments are accepted strictly as an accommodation to Account Holder and at the discretion of Pindler & Pindler, Inc. Any unpaid amounts resulting from the accommodation are the responsibility of Account Holder. Unpaid balances include, but are not limited to, returned checks, credit card chargebacks, short-pays, or other unpaid amounts. Account Holder affirms that in making third-party payments they are fully authorized to do so. Any returned checks or credit card chargebacks due to unauthorized charges will be deemed immediately due and payable at the expense of Account Holder. Account Holder agrees to pay any and all open balances including any applicable fees.

PRIVACY POLICY: Please visit www.pindler.com for Seller's complete privacy policy.

MINIMUM ORDER: One Yard.

WHEN ORDERING: Often much time can be saved and orders more satisfactorily filled by specifying the end use for which the fabric is intended; Seller recommends drapery and curtain cut lengths be specified.

BACK ORDERS: All back orders are considered firm orders.

CANCELLATION OF ORDERS: Order cancellations must be made in writing within five (5) business days of the original order date. No order cancellation will be accepted if production has commenced. Order cancellations are subject to a cancellation fee.

RETURNS & CLAIMS: No returns will be accepted without a return authorization number issued by Customer Service. Buyer's request for return authorization must include the invoice number, date of invoice, pattern, color, yardage and reason. All authorized returns without fault of Seller will be subject to a 25% restocking charge, plus freight both ways. No piece less than ten (10) yards on drapery and five (5) yards on upholstery will be accepted for return under any circumstances. No fabrics with special finishes will be accepted for return. No returns will be accepted after thirty (30) days from the date of shipment. Fabric cannot be returned for credit and/or refund after it has been cut. Yardage must be inspected for flaws, correctness of color, pattern, quantity and quality before cutting as no allowance will be made for cut fabric. All authorized returns must be in the original wrapping materials and in the same condition received by Buyer. When shipments are made direct to workrooms, it is Buyer's responsibility to send a cutting to the workroom to enable it to verify the goods are correct before processing. No claims or returns will be accepted for drop shipments made per Account Holders' request. All authorized returns for "damaged" fabric will be subject to inspection. Since color variation often cannot be avoided from one dye lot to another, Seller does not guarantee dye lots and may not issue any credit for dye lot variation unless a cutting for approval was requested with the order. Refused shipments, Account Holder duplication of orders, or cancellations after fabric and/or trim has been cut are subject to a 25% restocking charge and all freight charges. No fabric can be returned for credit and/or refund if it has been processed by Buyer in any way. Fabric damage or failure due to color fading, pilling or shrinkage is not valid where there is evidence of heavy soiling, abuse, or improper cleaning.

AFTER MARKET FINISHES: All after market finishes and/or treatments (e.g., Teflon, Flameproofing, Laminating, Paper or Acrylic Backing, Soil and Stain Protection, etc.) are done at Account Holder's request and risk. Seller expressly disclaims any responsibility for and is not liable to Buyer and/or any user for variances in and/or damage to merchandise to which any after market finish and/or treatment has been applied. Any after market finish and/or treatment applied on washed fabrics may alter the prewashed characteristics. Shrinkage must be allowed. For prices for after market finishes and treatment, contact Customer Service. Prices are subject to change without notice.

HANDLOOMED AND NATURAL FIBER FABRICS: Handloom and natural fiber fabrics may have slight variations in weave and color that are not to be considered flaws. These variations are inherent to handloom textiles and natural fiber fabrics and are part of their unique character. The characteristic slubs enhance their natural beauty and texture. This texture is produced through a natural processing in carding, spinning and weaving. In many cases, the color is natural and not dyed. Because of variations in dye lots, yarns and weaves, the fabric in stock may vary from samples. Seller recommends a cutting from current stock be requested. No guarantees are made regarding colorfastness, fading or exact matching. All measurements quoted for repeats are approximate. Side matching of repeats on ikats, stripes, checks, plaids and ribbed patterns will not be exact.

CORRELATED PRINTS: Correlated prints are designed and colored so they may be used successfully together as companion designs in color correlated decorating plans. Color correlations should not be confused with an exact dye lot match. Commercial textile printing techniques make exact dye lot matches between various designs frequently impossible. The real color test for these fabrics is how well they look when installed in Buyer's room setting.

MULTIPLE WIDTH DRAPERIES: When planning multiple width draperies, it is Account Holder's responsibility to verify adequate pattern alignment before cutting to produce a satisfactory end result.

DRAPERIES: Small fluctuations in length of draperies may occur. No fabric is completely stable. A completely stable fabric would have no textural interest at all. It is reasonable to expect a 3% change in any drapery length depending on the fabric involved. Drapery fabrics, due to yarn contents, construction, humidity, etc., will expand or contract under certain atmospheric conditions. Buyer should allow sufficient fabric in the hems for later adjustments, should it be necessary.

FADING: The best available dyes are always used, but Seller's fabrics are not guaranteed against color fading through exposure to the sun or atmospheric conditions. Some colors are more fugitive than others. Colors can fade by oxidation ("gas fading") if fabrics are kept in storage for too long without airing. Impurities in the air may cause as much fading as the direct rays of the sun.

MEMO SAMPLES: Memo samples are available at all Seller showrooms. Seller does not guarantee that colors of memo samples will match the merchandise Buyer receives. If these memo samples are not returned within thirty (30) days, Buyer will be billed for them and will not receive credit for their return. The return date for memo samples may be extended upon request.

CAUTION: Due to the possibility of differences in dye lots, Seller recommends that all fabrics necessary to complete the job be in Buyer's possession before any work is started. Paints and special dye jobs should be made up to match actual fabrics, not sample equipment (e.g. memo samples, books, etc.). If an exact match is required, a cutting of current stock should be requested. No claims will be recognized on fabric after it has been in any way processed by Buyer.

WARRANTY AND LIMITATIONS ON LIABILITY: Seller warrants that the merchandise will, at the time it is delivered to Buyer, be free from defects in materials or workmanship within generally accepted industry standards. This warranty is in lieu of all other warranties with respect to the merchandise, including any implied warranties of merchantability or fitness. Any claim under this warranty shall be deemed waived unless made in writing within thirty (30) days of receipt of the merchandise by Buyer and before any part of the merchandise has been used, resold or transferred. Upon Seller's approval, non-conforming merchandise may be credited or replaced at Seller's option. Seller expressly disclaims any responsibility for and is not liable to Buyer and/or any user for (1) special or consequential damages arising out of or in any way connected with the sale or use of the merchandise, and (2) variances in and/or damage to merchandise to which any after-market finish and/or treatment has been applied. In no event shall Seller's liability exceed the amount paid by Buyer to Seller for the non-conforming merchandise. In no event shall Seller be liable for any failure or delay in delivery of all or any part of the merchandise, due, in whole or part, to lockouts, labor disputes, production or transportation interruptions or limitations, shortages or delays in delivery or receipt of materials, acts of God or any other cause beyond Seller's economically reasonable control. In no event may any action be brought against Seller more than one (1) year after the merchandise was delivered to Buyer.

VENUE: All sale and purchase agreements, purchase orders and invoices are made and performed in Moorpark, California, and shall be interpreted and construed in accordance with the laws of California without regard to its conflict of laws principles. Any action brought to resolve a dispute arising from the interpretation or construction of or to enforce any such agreement, purchase order and/or invoice shall be brought in Ventura County, California, and the parties consent to venue and jurisdiction of such courts.

It is understood and accepted by the undersigned Applicant that:

- A. All open account charges shall be deemed delinquent unless paid within thirty (30) days of invoice date.
- B. Applicant hereby acknowledges that late or delinquent payment by Applicant on its account will cause Pindler & Pindler, Inc. to incur costs not contemplated by the parties in opening the account, the amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing charges, bookkeeping charges, accounting charges and legal charges. Therefore, if payment of any account charges are not received by Pindler & Pindler, Inc. within ten (10) days after such charges have become due, then without any requirement for notice to Applicant, Applicant shall pay to Pindler & Pindler, Inc. liquidated damages equal to 1-1/2 percent per month for such overdue amount. Applicant and Pindler & Pindler, Inc. agree that such liquidated damages represent a fair and reasonable estimate of the costs Pindler & Pindler, Inc. will incur by reason of late or delinquent payment by Applicant. Acceptance of payments of such liquidated damages by Pindler & Pindler, Inc. will not constitute a waiver of Applicant's default with respect to such overdue amount nor prevent Pindler & Pindler, Inc. from exercising any other rights or remedies granted hereunder or by law.
- C. In the event Applicant fails to pay any account charges when due or proceedings in bankruptcy, receivership, or insolvency are instituted by or against Applicant or its property, Pindler & Pindler, Inc. may at its option declare the entire unpaid balance of Applicant's account due and immediately payable. Applicant agrees to pay all attorneys' fees, costs of suit, lien fees, collection agency fees and other costs of collection, suit or the enforcement of judgment incurred by Pindler & Pindler, Inc. in the collection of any charges to Applicant's account that become delinquent, whether or not Pindler & Pindler, Inc. institutes suit.
- D. A service charge of \$45.00 will be applied to each returned check and credit card chargeback.
- E. This Agreement shall remain in effect until terminated in writing by the undersigned to Pindler & Pindler Inc. Applicant agrees to notify Pindler & Pindler, Inc. within ten (10) days of any changes to Applicant's name, business status, or ownership. Pindler & Pindler, Inc. reserves the right to cancel any agreement to extend business credit and to re-evaluate the creditworthiness of Applicant under its new name, business status, or ownership.

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Signature _____ Date _____

Printed Name _____ Company Name _____ Title _____

PERSONAL GUARANTY

In consideration of the extension of credit by Pindler & Pindler, Inc. to _____ (Applicant herein), the undersigned does jointly and severally personally guaranty to pay and be responsible for payments of all sums, balances and accounts due Pindler & Pindler, Inc., including collection and/or attorneys' fees. This shall be an open and continuing guaranty and shall continue in force not withstanding any charge in the form of such indebtedness or renewals, or amendment, adjustment, modification or extensions granted by Pindler & Pindler, Inc. without obtaining consent thereto and until expressly removed by written notice from me/us to Pindler & Pindler, Inc. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of acceptance or notice of default or non-payment and waive action required by any statute against Applicant. No delay on Pindler & Pindler, Inc.'s part in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed either as against Applicant or any other person primarily or secondarily liable to Pindler & Pindler, Inc. shall operate as a waiver of any such right or in any manner prejudice Pindler & Pindler, Inc.'s rights against me/us. I/we agree that, in the event of any default at any time by Applicant, Pindler & Pindler, Inc. shall be entitled to look at me/us immediately for full payment without prior demand or notice.

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Signature _____ Date _____