

SIGNATURE

COMPANY

The Laminate Company
DBA, Signature Kitchens

American Stair & Cabinetry
DBA, Signature Stairs
P.O. Box 426, Haymarket, VA 20168
(703) 753-0699, (703) 753-0698 (F)

To: Credit Applicants
From: Signature Accounting

Thank you for applying for credit terms with Signature Company. Attached is a credit application and terms of agreement. Please read the terms as well as the information below. We look forward to providing you with quality products and services, as well as a mutually beneficial relationship.

Please complete the attached application, then fax or email (nancyh@signaturecos.com) a copy and then mail the completed originals to the Signature Company Credit Department at the address shown above. Please read the following instructions. If you have any questions, please call Nancy Horton in the Signature Company Credit Department at (410) 775-7991 for clarification.

Instructions for completing a credit application for the Signature Company:

- 1) Fill out each form completely. If information is not available or applicable, please indicate by writing "n/a" in the space provided.
- 2) Make certain that each form is signed as indicated by the appropriate person in your organization.
- 3) List any Owner/Principal with more than 20% ownership and have them sign the credit application.
- 4) Do not make alterations to the original documents upon submission. If you are requesting changes, please mark-up a copy with your requested changes. If these changes are accepted, we will return to you a clean, typed version for your signature.
- 5) Allow two (2) weeks for processing of your credit application. If you have orders that need to be placed ASAP, they may be processed under COD terms while you are awaiting a credit decision. Under no circumstances will shipments be allowed until your application has been approved and our Credit Manager has received the signed original copies.
- 6) You must submit financial statements or list your Dun & Bradstreet number.
- 7) Please note that the Terms and Conditions of Sale and Credit and Delivery Policies will be defined and agreed to in a Subcontractor Agreement between our companies. If no Subcontractor Agreement exists, the documents attached to this credit application must be signed by an officer of the company. No orders will be shipped without either a Subcontractor Agreement or these policies signed and in place.

BUSINESS CREDIT APPLICATION

Tracking ID: _____

Legal Name of Business: _____

Trade Name: _____

Business Billing Address: _____

Bus Phone: _____ Email: _____ Fax: _____

Type of Business: Corporation Sole Prop Partnership LLC Other: _____

D&B number: _____ Date Incorporated: _____

Tax Exempt: YES NO If Yes, Number: _____ (Please attach copy of certificate)

<u>PRINCIPALS/OWNERS</u>	<u>HOME ADDRESS</u>	<u>PHONE NUMBER</u>	<u>TITLE</u>	<u>SSN</u>
■	_____	_____	_____	_____
■	_____	_____	_____	_____
■	_____	_____	_____	_____

<u>AP CONTACT</u>	<u>EMAIL ADDRESS</u>	<u>PHONE NUMBER</u>
■	_____	_____

<u>BUSINESS/CREDIT REFERENCES:</u>	<u>CONTACT</u>	<u>email</u>
■	_____	_____
■	_____	_____
■	_____	_____

Phone _____	FAX _____
■	_____
Phone _____	FAX _____
■	_____
Phone _____	FAX _____
■	_____

<u>BANK NAME</u>	<u>CONTACT</u>	<u>ADDRESS, PHONE, FAX</u>	<u>ACCT #</u>

PERSONAL INFORMATION

Are you or any of your companies a defendant in any suits or legal action? YES NO

Are there now or have there ever been any judgments against you or your companies? YES NO

Have you or any of your companies ever filed for bankruptcy or negotiated settlements? YES NO

Are you contingently liable on any loans or notes as a guarantor, endorser or co-maker? YES NO

PERSONAL GUARANTY

GUARANTY given by the undersigned to SIGNATURE COMPANY, (the "Company"), in order to induce it to extend credit to, or otherwise become the creditor of _____, (your company name).

I/WE hereby unconditionally PERSONALLY GUARANTEE to the Company the prompt payment, when due, of every claim of the company that may hereafter arise against the above named entity.

I/WE do also unconditionally PERSONALLY GUARANTEE payment of all reasonable collection costs, including but not limited to, all attorneys' fees and court costs should they become necessary.

This GUARANTY is continuing in nature, is subject to all of the provisions of this Business Credit Application (including all Terms and Conditions of Sale and all Credit and Delivery Policies) of which this Guaranty is an integral part, and shall remain in full force until revoked in writing. Such revocation shall be effective as to claims of the Company that arise out of transactions entered into after the Company's receipt of said notice. This obligation shall cover the renewals of any claims guaranteed by this instrument or extensions of time payment hereof, and shall not be affected by any surrender or release by the Company of any other security held by it for any claim hereby guaranteed. This GUARANTY is independent of any other guaranty or rights, which the Company may have with respect to the above noted debt.

The Guarantors hereby waive their homestead exemption as well as all requirements or rights with regard to notice, demand, presentation, or protest in the event of default- Given under my (or our) hand this _____ day of _____, 20____. This Guaranty is under seal.

SIGNATURE

DATE

NAME (PRINT)

TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale shall control on all sales, including all direct shipment sales arranged by or through SIGNATURE COMPANY OR ITS AFFILIATES (herein referred to as "SC"), whether or not materials are delivered by or through SC.
2. All special material orders placed (i.e., those for materials not usually kept in stock) are final and may require a 50% deposit at time of order, with the balance due upon arrival at SC. Once a special order is placed and confirmed in writing by SC, purchaser agrees to accept said materials and make payments in full. RETURNS ARE NOT PERMITTED ON SPECIAL ORDER MATERIALS.
3. Purchaser agrees to hold SC harmless where the delivery date is delayed due to a manufacturer's error, or any other cause(s) that is beyond SC's reasonable control. Purchaser agrees to make payment in full in such circumstances when the material is delivered.
4. All materials delivered must be examined, inspected and signed for by the purchaser and/or his agent or representative upon receipt. For all materials examined and inspected upon receipt, any claim of shortage, damage, and/or any other deficiency must be made at time of delivery. Where purchaser or his agent cannot examine or inspect material upon receipt, purchaser must notify SC within 24 hours of delivery of any claim of shortage, damage and/or any other deficiency. Any claims made after this time will not be honored. It is understood and agreed that certain deliveries (i.e.: curve/open stairways, built-ins, etc.) may require more than two (2) men. The customer will supply the additional unloading labor.
5. All products manufactured/provided by SC are warranted to be free of defects in material and workmanship for one year from delivery. Misuse, improper storage, transportation costs, field costs or defects incurred during installation are not covered by the Warranty. SC reserves the right to repair or replace defective material after inspection by a field representative. SC makes **NO IMPLIED WARRANTIES AS TO MERCHANTABILITY OR AS TO FITNESS FOR A PARTICULAR USE OR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED**, and as such shall not be liable for any loss or damage directly or indirectly arising from the use of said materials. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THESE TERMS AND CONDITIONS OF SALE.**
6. Purchaser agrees that his/her sole remedy available for any default arising out of the sale or use of any materials purchased shall be the return of said materials for a full refund. Purchaser acknowledges that no suit will be brought against, or shall include SC where either consequential or incidental damages are sought. Purchaser acknowledges that any and all decisions as to the return of materials are made AT THE SOLE DISCRETION OF SC AND MAY BE CHANGED OR REVOKED AT ANY TIME WITHOUT NOTICE. Any material that is not in default that purchaser wants to return must be accepted by SC for return, must be in good condition, and the Purchaser agrees to pay a 20% handling/restocking fee.
7. ALL CUSTOMERS AGREE THAT JURISDICTION FOR ALL CLAIMS SHALL BE PLACED IN THE COMMONWEALTH OF VIRGINIA, FAIRFAX COUNTY OR OTHER SUCH JURISDICTION AS SELECTED BY SC. On all disputed matters, purchaser agrees to pay all of SC's costs of collection, including all attorney's fees and court costs. In the event of litigation, Purchaser hereby waives its right to a trial by jury.
8. PURCHASER AGREES THAT SC SHALL NOT BE HELD RESPONSIBLE FOR ANY MANUFACTURER OR SHIPPING DEFECT. PURCHASER FURTHER AGREES TO HOLD SC HARMLESS FOR ANY MANUFACTURER'S OR SHIPPING DEFECT OR ANY INJURY TO ANY PERSON OR OTHERWISE DUE TO SAID DEFECTS.
9. TITLE FOR ALL GOODS AND/OR MATERIALS REMAINS WITH SC UNTIL PAID FOR IN FULL BY THE PURCHASER. Should the purchaser take action under Title 11 of the US code, or take any other action to avoid making payment in full, purchaser agrees to promptly return any materials not paid for in full. Purchaser agrees to keep the materials fully insured until paid for in full.
10. THE RISK OF LOSS of any goods and/or materials shall pass to the purchaser as soon as said goods and/or materials are delivered to the purchaser at its place of business or any other place specifically designated by the purchaser for the delivery.
11. Purchaser agrees to pay a late fee if their account is thirty (30) days past due. This monthly fee will be calculated as 1.5% of the outstanding and unpaid balance.
12. Time is of the essence of these Terms and Conditions of Sale.

Purchaser acknowledges that they have read and AGREES TO ALL OF THE ABOVE TERMS AND CONDITIONS OF SALE UNLESS A SIGNED SUBCONTRACTOR AGREEMENT EXISTS IN WHICH CASE TERMS AND CONDITIONS OF SALE IN THAT DOCUMENT WHERE DIFFERENT SHALL CONTROL.

SIGNATURE _____

DATE _____

NAME (PRINT) _____

CREDIT AND DELIVERY POLICIES

Terms:

Net 30 days from invoice date unless otherwise agreed to under a written contract. No verbal arrangements will be honored. Purchaser agrees that any account thirty (30) days past due shall be subject to and a late fee charge of 1.5% per month on the unpaid balance.

Disputed Invoices:

If a dispute exists regarding contract billing, you must notify Signature Company in writing immediately. Back charges will only be accepted if our field personnel are notified in writing at the time the back charge is incurred. Our field personnel must approve the back charge by signing the notification and stating our agreement or disagreement with the amount. A copy of this signed documentation should be submitted to us at time of payment.

Unauthorized Deductions from Payment:

Arbitrary deduction from payments without proper documentation will be returned or payment will be deposited and a delinquent notice will be faxed immediately.

Credit Hold Policy:

Any account/customer with an invoice more than 30 days past due that has not been addressed in a mutually agreeable manner will be placed on Credit Hold. No orders, shipments or service work will be processed until the invoice(s) have been paid or a satisfactory agreement has been reached.

Monthly Statements of Your Account

At your request we will send you monthly statements that present the status of your account. It is your responsibility to notify us if there are invoices that you do not have, ones that you may have problems with, or if there are questions regarding the amounts due us.

Please check the appropriate box:

Please send us monthly statements Do not send us statements.

Delivery Policy:

An authorized builder representative must sign for all deliveries. If a signature cannot be obtained at the time of a delivery, the material will NOT be delivered and the customer will be subject to a re-delivery charge of \$250.00. Should the customer require delivery without an authorized representative being available, the below waiver and procedure will apply.

If you would like to authorize delivery and acceptance of material without inspection of the material or a signature on the delivery ticket(s), please sign here: _____.

The following procedures will apply:

- Driver(s) will check off and photograph all material, clearly noting all backorders, shortages or damages.
- Driver(s) perform inspections of and photograph any cultured marble vanity top, laminate countertop and pre-assembled railing systems.
- Signature Driver(s) will sign the delivery ticket and make every effort to hand deliver to a job superintendent or authorized customer representative or leave in the construction trailer or office; otherwise, the ticket(s) will be left with the material in the home.
- The customer must call or fax, within 24 hours, and report any discrepancies found between the delivery ticket(s) and the actual delivery.

We appreciate your business and support. We will make our best efforts to meet your needs when special circumstances arise. These credit policies allow our company to remain strong and financially secure in order to serve you better now and in the future.

We acknowledge that we have read and agree to all Signature Company credit and delivery policies.

SIGNATURE

DATE

NAME (PRINT)