

COMMERCIAL ACCOUNT APPLICATION



2612 West Townley Ave, Ste 5
Phoenix, Arizona 85021

Account # _____

Business Legal Name _____

Business Physical Address _____

Billing Address _____

Resale Number _____ Effective Dates: From _____ To _____

Primary Contact Name _____ Title _____

Phone Numbers—Main _____ 2nd _____ Fax _____

Nature of Business _____

E-Mail Address _____ Birth Date _____

Authorized Purchaser _____ Phone _____

Authorized Purchaser _____ Phone _____

Authorized Purchaser _____ Phone _____

TERMS AND CONDITIONS

In consideration for an account with HOME DECOR Wholesale Fabricators, Inc. (hereinafter "Company"), the applicant identified on page one of this Commercial Account Application (hereinafter "Customer"), agrees to be bound by the following terms and conditions.

Company is authorized to check applicant's credit background. Customer agrees to pay any and all invoices, charges, fees, and costs, which Customer or any authorized person incurs on Customer's account. Unless Customer notifies Company, in writing, within ten (10) days of invoicing, of any unauthorized use of Customer's credit, Customer agrees to pay for such amounts and agrees that any such person who incurs charges on Customer's account without being authorized to do so. Company may request and require, and Customer may elect to provide, a written list of all authorized individuals. Customer's liability shall not be limited by any credit limit requested or placed on Customer's account.

Customer agrees to pay all charges upon receipt of product. Items remaining open after the 30-day period will be charged interest at a rate of 1.5% per month. Any payment received by the Company which is returned by the Customer's bank due to Insufficient Funds, Refer to Maker, Account Closed or for unpaid for any other reason will require that the Customer pay a service charge of \$50.00 and will subject the unpaid balance to interest as described above.

Claims for damaged merchandise, shortages or any other product dispute must be brought to the attention of the Company within 10 days of the date of delivery and failure to do so shall constitute waiver by Customer of any such claims or disputes. Customer agrees to notify Company, in writing, of all other claimed errors in any invoice within ten (10) days after the date of that invoice. If not so noticed, Customer shall be deemed to have waived any objection and the invoice shall be deemed correct, and accepted as rendered. The Customer must receive a Return Merchandise Authorization before shipping any product back to the Company. Product returns, which have been authorized by the Company, but are the result of errors in the Customer's purchase order, will be shipped at the customer's expense.

Customer agrees to be bound by additional terms of sale stated in Company's invoices. Customer agrees that this agreement is to be construed under the laws of the State of Arizona, and that if legal action is brought to enforce this agreement, Maricopa County, Arizona, shall be the exclusive jurisdiction and legal forum and venue for said action. Customer agrees that if Company is required to retain legal counsel and/or commence legal action to enforce any of the terms set forth on this application or on Company's invoices to Customer, including efforts by Company to collect past due amounts, Customer agrees to be responsible for payment and reimbursement of all actual attorney's fees and costs incurred by company and/or fees charged by collection agency.

Upon Company's acceptance, this agreement embodies the entire agreements of the parties related to the terms of sale under which Company is opening Customer's account. No promise, representation or agreement contrary or inconsistent to the terms hereof, whether made prior to or subsequent to the execution and delivery hereof, and no revocation, partial or otherwise, or change, amendment, addition, alteration or modification, shall be valid unless the same be in writing signed by all the parties hereto, or by their duly authorized agents.

Signature _____ Title _____ Date _____

Print Name of Signor _____

MUST BE SIGNED BY AUTHORIZED CHECK SIGNOR ON BANK ACCOUNT