

# STYLE CRAFT FRAME & WALL DECOR

## APPLICATION FOR COMMERCIAL CREDIT

Applicant's Name		Phone
Billing Address		FAX
City	State	Zip
Employer ID No.	Resale No.	D&B Acct. No.

Type of Business	Date Established	Credit \$ Requested	
ORGANIZATION: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> INDIVIDUAL			
OWNERS, OFFICERS, OR PRINCIPALS	1. Name	Address	Phone
	2. Name	Address	Phone
	3. Name	Address	Phone

### FINANCIAL REFERENCE

Bank	Address	Phone
Loan Account No.	Saving/Checking Account No.	

### TRADE REFERENCES

1	Name			Phone
	Address	City	State	Zip
2	Name			Phone
	Address	City	State	Zip
3	Name			Phone
	Address	City	State	Zip

Please Attach a Copy of Your Most Current Set of Financial Statements

Applicant warrants to Style Craft Frame & Wall Decor that all information furnished in this Application for Commercial Credit is true, correct, and complete in all material respects, and is provided to Style Craft Frame & Wall Decor for the purpose of determining Applicant's eligibility for credit. Applicant authorizes Style Craft Frame & Wall Decor to make any and all inquiries it determines necessary or desirable to investigate the credit and financial responsibility of Applicant, including, but not limited to, contacting all furnished references and obtaining credit reports relating to Applicant. Applicant also authorizes the release of information for the purpose of obtaining credit. Applicant agrees to the Terms and Conditions on the reverse side hereof which by this reference are made a part of this Application for Commercial Credit. Applicant further agrees that a signature sent by facsimile transmission shall be as binding as an original signature.

Signature (X)

Date

Print Name

Title

Style Craft Frame & Wall Decor  
1650 South Redwood Road  
Salt Lake City, Utah 84104  
Telephone (801) 972-4154  
Facsimile (801) 974-0252

OFFICE USE ONLY
Credit Limit
Approved By
Date

## TERMS AND CONDITIONS

1. Acceptance. The acceptance of any order and terms of payment on all sales and orders are subject to the approval of the credit department of Style Craft Frame & Wall Decor ("Style Craft"). The terms and conditions of Style Craft's Application for Commercial Credit (this "Application") shall be deemed to be a part of all orders and contracts of sale unless such terms are expressly waived in writing by Style Craft. If there is any conflict between the terms and conditions set forth herein and Applicant's purchase order, the terms and conditions set forth herein shall control.
2. Quotation. All quotations are good for sixty (60) days. All prices are based on Style Craft's material costs at the time of quotation and are subject to change based on changes in such material costs.
3. Orders. Orders regularly placed, verbal or written, cannot be canceled except upon terms that will compensate Style Craft against loss incurred in reliance on the order.
4. Samples. Samples and all preparatory work developed and furnished by Style Craft shall remain its exclusive property and no use of any such items shall be made, nor any ideas obtained therefrom be used, except upon compensation to be determined by Style Craft if not expressly identified and included in the selling price.
5. Alterations. Alterations represent work performed in addition to the original specification. Such additional work shall be charged at current rates and be supported with documentation upon request.
6. Applicant's Property. Style Craft shall maintain fire, extended coverage, vandalism, malicious mischief, and sprinkler leakage insurance on all property belonging to the Applicant while such property is in Style Craft's possession. Style Craft's liability for such property shall not exceed the amount recoverable from such insurance. Applicant's property of extraordinary value shall be insured through mutual agreement.
7. Delivery. Unless otherwise specified, the price quoted is for a single shipment without storage, F.O.B. Style Craft's platform. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise. Special priority pickup or delivery service will be provided at current rates upon Applicant's request. Materials delivered from Applicant or its suppliers are verified with delivery ticket as to cartons, packages, or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and Style Craft cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the Applicant upon delivery to carrier at shipping point or upon mailing of invoices for finished work, whichever occurs first.
8. Production Schedules. Production schedules will be established and adhered to by Applicant and Style Craft, provided that neither shall incur any liability or penalty for delays due to state of war, riot, civil disorder, fire, labor trouble, strikes, accidents, energy failure, equipment breakdown, delays of suppliers or carriers, actions of government or civil authority, and acts of God or other causes beyond the control of Applicant or Style Craft. Where production schedules are not adhered to by the Applicant, final delivery date(s) will be subject to renegotiation.
9. Claims. Claims for damage, defects, or shortages or deduction for erroneous charges must be presented in writing to Style Craft within ten (10) days after receipt of the goods and all goods claimed to be defective shall be held for inspection by Style Craft or such claims will not be allowed. No goods will be taken back and credited or replaced unless arrangements for such return have been made and approved in advance by Style Craft.
10. Payment. All amounts due Style Craft are payable in accordance with the payment terms granted from time to time by Style Craft's credit department as set forth on the most current invoice. If any amount owed by Applicant to Style Craft is not paid in accordance with the such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of (a) one and one-half percent (1 1/2%) per month or (b) the maximum lawful rate permitted to be charged under applicable state law. Applicant agrees to pay Style Craft a service charge in an amount equal to \$15.00 for all checks returned by Applicant's bank. In addition, Applicant agrees to reimburse Style Craft for any charges imposed by Style Craft's bank relating to such returned check. If payment is not made according to the terms and conditions hereof, Applicant agrees to pay on demand all costs of collection including collection fees, reasonable attorneys' fees, and court costs, whether or not action is commenced or whether or not such action proceeds to judgment.
11. NO WARRANTY. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED OR STATUTORY, IS MADE BY STYLE CRAFT AS TO ANY GOODS EXCEPT THAT STYLE CRAFT AGREES TO REPLACE, OR AT ITS OPTION, GIVE CREDIT FOR, SUCH GOODS AS STYLE CRAFT DEEMS TO BE DEFECTIVE. IN NO EVENT SHALL STYLE CRAFT BE LIABLE FOR LABOR COSTS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES.
12. Jurisdiction. This Application is entered into in the State of Utah and shall be governed, constructed, interpreted, and enforced under and in accordance with the laws of the State of Utah. Applicant agrees that any legal action to enforce the terms of this Application shall be brought only in the State and Federal Courts having jurisdiction over Salt Lake County, State of Utah, and Applicant consents to the exclusive jurisdiction and venue of those courts.
13. Entire Understanding. This Application, on and as of the date hereof, constitutes the entire understanding of the Applicant and Style Craft with respect to the transactions contemplated herein and all prior negotiations are hereby superseded in their entirety.