

## CREDIT ACCOUNT APPLICATION

### The Tile Shop

14000 Carlson Parkway, Plymouth, Minnesota 55441 Phone: (763) 541-1444

Email dg\_creditdept@tileshop.com

#### CREDIT ACCOUNT APPLICATION

The undersigned (hereinafter "Purchaser") hereby applies to The Tile Shop ("Seller") for credit to purchase merchandise available for sale by The Tile Shop. Purchaser verifies that the following information is true and accurate and is submitted so that The Tile Shop can rely on the information in making its determination of whether or to what extent The Tile Shop may grant credit to Purchaser. Purchaser agrees to pay for any and all merchandise purchased on credit pursuant to the Terms and Conditions of Credit Sale set forth on the back hereof:

#### GENERAL DATA

Company Name		___ Proprietorship	Name of President or Owner
Street Address		___ Partnership	Purchasing Manager or Buyer
City, State, Zip		___ Corporation	Accounts Payable Manager
Business Phone	Fax #	State of Incorporation	Tax Exemption Number: Attach Resale Certificate
Years in Business	County	Website	Email address for invoices and statements

#### CREDIT DATA/BANK REFERENCES

Amount of Credit Requested: \$ \_\_\_\_\_

Bank Name	Checking	Bank Name	Checking
Street Address	Savings	Street Address	Savings
City, State, Zip	Loan	City, State, Zip	Loan
Telephone	Email	Telephone	Email
If loan, name of loan officer		If loan, name of loan officer	

#### THREE MAJOR TRADE OR WHOLESALE REFERENCES

Name		Name		Name	
Street Address		Street Address		Street Address	
City, State, Zip		City, State, Zip		City, State, Zip	
Telephone #	Fax #	Telephone #	Fax #	Telephone #	Fax #
Contact Person		Contact Person		Contact Person	

**I agree to comply with Seller's payment terms of Net 30 days. I also agree to have all invoices and statements emailed to the address listed above. I understand any deviation from these terms may put into question the purchaser's ability to an open account.**

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

### **Terms and Conditions of Sale**

The Purchaser hereby acknowledges that, in the event that Seller, in its sole discretion, grants credit to Purchaser, the following terms and conditions will govern such purchases:

1. All orders are subject to acceptance by Seller, in its sole discretion;
2. Prices are subject to change without notice, unless otherwise stated. All quotations terminate after thirty (30) calendar days, unless otherwise stated in writing;
3. Accounts immediately become past due if not paid within the terms stated on the invoice;
4. Seller will charge a service fee of 1.5% per month (18.0% per annum), or the maximum legal rate, whichever is less. The service fee will be assessed on the past due portion of the account. In the event that outside collection efforts are necessary, the undersigned hereby agrees to pay reasonable collection costs, disbursements and attorneys' fees incurred by Seller to collect the unpaid balance;
5. Purchaser agrees to pay all taxes and Purchaser acknowledges that the prices quoted do not include any taxes;
6. Purchaser acknowledges that all claims for shortages (other than those lost in transit) must be made within five (5) days after receipt of shipment or any claim for shortages is waived;
7. Purchaser agrees that receipt of any invoice setting forth the amount owed to Seller represents an account stated unless, within ten (10) days of receipt of the invoice, Purchaser objects to the invoice in writing and said written objection is delivered to Seller;
8. Seller shall not be responsible or held liable for damages resulting from causes beyond its control or caused by fire, flood, accidents, delay in transit, labor difficulty, inability of our normal sources of supply, any law, act or regulation of any government body;
9. Any dispute between the parties herein shall be resolved in Hennepin County District Court and the parties hereto, hereby subject themselves to that Court's jurisdiction.
10. Seller reserves the right to limit or deny the extension of credit to Purchaser at its sole discretion without notice to the Purchaser;
11. The parties hereto agree that title and ownership shall vest in the purchaser at the time payment is made in full to Seller.

PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER'S LIABILITY FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, SHALL NOT INCLUDE SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND SHALL BE LIMITED TO THE COST OF THE PRODUCTS SOLD BY SELLER GIVING RISE TO THE PARTICULAR CLAIM.

Purchaser hereby authorizes Purchaser's bank and suppliers to release any and all information to Seller with regard to the financial condition, credit history, account balances and similar information to Seller. This includes a personal credit report. A copy of this Authorization shall be as valid as the original.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

### **Guaranty**

For valuable consideration and in order to induce The Tile Shop ("Seller") to extend credit to Buyer, the undersigned, individually, hereby unconditionally guarantees to Seller, its successors and assigns, the payments when due, whether by acceleration or otherwise, of all sums payable to Seller pursuant to the credit above.

My obligations hereunder shall not be released, discharged or in any way affected, nor shall I have any rights or recourse against Seller by reason of any action Seller may take or omit to take under the foregoing powers.

In case Buyer shall fail to pay all or any part of the payments when due, whether by acceleration or otherwise, according to the terms of said credit application, I immediately, upon the written demand of Seller, will pay to Seller the amount due and unpaid by Buyer as if such amount constituted my direct and primary obligation. Seller shall not be required to make any demand upon or pursue or exhaust any of its rights or remedies against Buyer before demanding payment from me.

### **Required Information**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Birth