



TOUCH CABINETS HARDWARE, Inc.

Agreement and Application for Account or Credit Terms

- Please print, sign and send by fax/email, all fields must be completed.

For the purpose of obtaining merchandise from TOUCH CABINETS HARDWARE, Inc. (Seller), the following statement is made by the Applicant, intending that the Seller should rely on same as correct.

Name of Applicant: Trade Name, if any:

Billing Address: City: State: Zip:

Shipping Address: City: State: Zip:

Telephone: Fax:

I/We prefer to receive invoices via: Fax E-mail Use this fax #/e-mail address:

Type of Business: Years in Business: Number of employees:

Dealer/Distributor Manufacturer Contractor / Builder

Sole Proprietorship Partnership Corporation FEIN or SSN:

Account Type: Open Account Credit line requested:

Contact for Payment: Contact for Orders:

E-mail Address:

Purchases subject to Sales Tax? Yes No If no, please attach resale certificate.

LIST ALL OWNERS, OFFICERS OR GENERAL PARTNERS

1. Name:

Address:

Phone: Title:

2. Name:

Address:

Phone: Title:

3. Name:

Address:

Phone: Title:



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TRADE REFERENCES (List only active vendors, no credit cards)

1. Name: Phone:
 Address: Fax:
 City: State: Zip:

2. Name: Phone:
 Address: Fax:
 City: State: Zip:

3. Name: Phone:
 Address: Fax:
 City: State: Zip:

Terms of Sale

1. Exclusive Terms

All orders, whether through the catalog or otherwise, shall be governed by the following terms and conditions. These terms and conditions shall constitute the complete Agreement between the purchaser of the goods (herein called 'Buyer') and TOUCH CABINETS HARDWARE, Inc. (herein called 'Seller') and shall supersede all prior and contemporaneous oral and written statements of any kind whatsoever made by the parties and their representatives.

2. Acceptance

Buyer's orders shall not constitute contracts of sale unless accepted in writing by an authorized agent of Seller at its home office in Glendale, California. Seller's acceptance of any order is expressly conditioned upon Buyer's assent to the terms and conditions contained in this Agreement. Any added, varied, or conflicting terms in Buyer's Purchase Order or elsewhere are hereby objected to and shall not bind Seller, unless expressly agreed to in writing signed at Seller's home office in Glendale, California, by a duly authorized officer of Seller in a document making specific reference to this Agreement and specifically stating that it 'amends' this Agreement. Buyer shall notify Seller in writing, as soon as practicable after receipt of Seller's acceptance of Buyer's order, of any objection to the terms of this Agreement. Buyer's failure to notify Seller of any objection shall conclusively indicate Buyer's assent to and acceptance of all terms and conditions herein. Buyer expressly accepts the terms and conditions herein at the exact moment Seller commences performance on any purchase order requiring or providing for Seller to commence performance prior to Buyer's receipt of Seller's written acknowledgment.

3. Prices

Seller has the right to change, without notice, any prices and/or specifications contained in its catalog or any other writing that does not expressly prohibit such change. Buyer agrees to pay for all samples priced in excess of \$10 on the date of shipment.

4. Taxes

Any applicable federal, state, local or other government tax or charge on the sale or shipment of the goods covered by this Agreement shall be added to the price and paid by Buyer. Buyer agrees to hold Seller harmless from all such taxes, including interest and penalties thereon, and any costs and expenses in connection thereupon.

5. Shipment, Freight and Delivery

Except as otherwise provided, all prices are F.O.B. Seller's warehouse, Glendale, California.

6. Terms

Except as otherwise provided, payment terms are net thirty (30) days from date of Seller's invoice. A late payment charge of one- and one-half percent (1.5%) per month (but not in excess of the legal maximum) may be added to all past due balances. Buyer is responsible for reasonable attorney's fees, costs and expenses incurred in connection with the collection of past due balances. Buyer shall have no right of set-off. Buyer's cancellation of orders for any items referred to in the catalog is subject to a service charge to cover the costs of initial processing and/or production of the order. Orders for items that are not referred to in the Seller's catalog are not subject to cancellation by Buyer. Orders for an amount of less than \$100 are subject to a service charge of \$20.

7. Financial Responsibility

Shipments and deliveries of all items shall at all times be subject to approval of Seller's Credit Department. Seller at any time may require payment in advance or satisfactory security or guarantee that invoices will be promptly paid when due. Prior to credit approval orders will only be shipped on the basis of payment in advance. Buyer should submit a completed credit application with its initial order to expedite credit approval. In addition to and without limiting Seller's existing rights and remedies, Seller reserves the right to withhold further deliveries and/or terminate this or any other contract with Buyer, if Buyer fails to comply with the terms of this or any other Agreement. Upon Seller's termination of this Agreement, all unpaid amounts Buyer owes Seller shall become immediately due and payable.

8. Buyer's Agreement to Defend

Buyer agrees to defend, protect, and save Seller harmless against all suits at law or in equity and from all costs of suit, legal fees, expenses, damages, claims, and demands arising out of or awarded in connection with any goods: (a) sold or supplied to Buyer by Seller that are not maintained and operated in accordance with recommended procedures, or (b) sold or supplied to Buyer by Seller to meet Buyer's specifications, requirements, or instructions.



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9. Notice of Accident or Malfunction

Buyer shall notify Seller promptly and in any event within thirty (30) days of any accident or malfunction involving goods manufactured or sold by Seller. Buyer agrees to protect, defend, and save Seller harmless (as provided in paragraph 8), in the event that Buyer fails to give such notice to Seller and to so cooperate.

10. Warranty

Except as otherwise provided, Seller warrants for a period of one (1) year from the date of shipment that the goods supplied to Buyer shall be of good materials and workmanship. Seller further warrants for a period of one (1) year that the goods supplied by Buyer, when properly installed and used, are fit for the ordinary purpose or purposes indicated in the catalog and will conform to the catalog or to any other specifications supplied by Seller. Seller makes no warranty with respect to the following: (a) materials not manufactured by Seller, the use of which is suggested by Sellers general recommendations, application or installation procedures, or otherwise; (b) goods sold by Seller to Buyer for other than resale; and (c) all display items sold by Seller to Buyer. THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT ASSUME, NOR AUTHORIZE ANY REPRESENTATIVE OR OTHER PERSON TO ASSUME FOR IT, ANY OBLIGATION OR LIABILITY OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

11. Limitation of Remedies

Seller's obligations under the above warranties (contained in Section 10) are conditioned upon Seller actually receiving notice from Buyer of the alleged defect within one (1) year from date of shipment and the allegedly defective goods revealing an actual defect upon examination by Seller. Seller shall not be liable for any labor or other expenses incurred by Buyer in the removal, repair, or replacement of the goods or any component part claimed to be defective, nor shall Seller be liable for any expenses incurred by the Buyer in order to remedy any defect. Seller shall not be liable for any consequential, special, or contingent damages or expenses, arising directly or indirectly from any defect in the goods, or from Buyers use or inability to use such goods. The discharge of Seller's warranty obligation hereunder shall constitute fulfillment of all liabilities of Seller to Buyer, whether based on contract, negligence, or otherwise. The remedies set forth herein shall be the exclusive remedies available to the Buyer and in lieu of all other remedies, and the liability of Seller, whether in contract, in tort, warranty or otherwise, shall not exceed the price of the goods sold, supplied, or furnished by Seller. Any suit or action arising out of or relating to this Agreement or the breach thereof must be commenced within one (1) year after the cause of action has accrued. The foregoing shall not limit the time within which any suit or action must be brought to collect an amount agreed to be paid by Buyer or to enforce a judgment or to collect any amount awarded to Seller. The sole purpose of the stipulated exclusive remedy shall be to provide Buyer with a credit or replacement for, or repair of, defective parts in the manner provided herein. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as Seller is willing to credit Buyers account, repair, or replace the defective part(s) in the manner prescribed herein.

12. Shortages

Buyer must make claim for credit due to shortage within ten (10) days of the date of the shipment. Any shortage claims not made within this period is conclusively deemed waived by Buyer.

13. Returns

Buyer must receive a Returned Materials Authorization (RMA) prior to returning goods. Buyer must request an RMA within thirty (30) days of the date of the shipment in order to be considered. Seller will not issue an RMA for special order, non-stock, obsolete or made-to-measure goods. All goods returned to Seller must be in the original packaging and in resalable condition and must pass inspection before any credit is issued by Seller.

14. Handling Charges for Returns

Buyer is subject to a handling charge of no less than twenty dollars (\$20.00) and no more than twenty percent (20%) of the sales price of the returned goods. Defective goods, as verified by inspection, are not subject to a handling charge.

15. Damages

Seller is not liable for any damages to goods sustained during shipment. Buyer is responsible for filing any damage claims with freight carriers and is subject to the rules of the freight carriers regarding the timing and processing of claims.

16. Defaults or Delays

Seller shall not be liable for any default or delay in the production or delivery of all or any goods resulting either directly or indirectly from (a) accidents to, breakdowns, or mechanical failure of Seller's plant, machinery, or equipment; strikes or other labor troubles; labor shortages; fire; flood; wars; acts of the public enemy, acts of God; delays of suppliers; delays in transportation or lack of transportation facilities; embargos; shortages of, or reductions in energy sources; priorities, allocations, limitations, restrictions, or other acts required or requested by Federal, state, or local governments, or any subdivision, bureau or agency thereof; or (b) any cause beyond the control of Seller. In no event shall Seller be liable for any consequential, special, or contingent damages arising out of Seller's default or delay in filling Buyer's order.

17. Governing Law

Both Buyer and Seller execute all orders with reference to the laws of the State of California and the rights of all parties and the construction and effort of every provision of this Agreement shall be subject to and construed according to the laws of the State of California.

18. Binding Effect

The provisions of any order shall bind and inure to the benefits of Seller and Buyer and their respective successors and permitted assigns. However, neither this Agreement, nor any part thereof or right thereunder, may be assigned by Buyer without the prior written consent of Seller.

19. Waiver

The right of either party to require strict performance by the other party of any or all terms and conditions of this Agreement shall in no way be affected or impaired by prior waiver, forbearance, or course of dealing.

20. Interpretation

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement should be prohibited or invalid under appropriate law, that provision will be deemed deleted and the remaining provisions of the Agreement will remain in full force and effect. The subject headings of the sections of this Agreement are included for the purpose of convenience only and will not affect construction or interpretation of any of its provisions.

TOUCH CABINETS HARDWARE, Inc., Glendale, California

I accept the above Terms and Conditions.

Name:

Title:

Company:

Date:



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APPLICABLE ONLY IF OPEN ACCOUNT IS REQUESTED

Bank Reference of Applicant

Name:

Checking Acct. #:

Address:

Savings Acct. #:

City/St: Zip:

Phone:

Person to contact:

Fax:

Bank Reference of Guarantor(s)

Name:

Checking Acct. #:

Address:

Savings Acct. #:

City/St: Zip:

Phone:

Person to contact:

Fax:

TERMS OF AGREEMENT AND APPLICATION FOR CREDIT

In consideration of Seller's extension of credit to Applicant, Applicant agrees to pay under the terms of this Agreement and Application for Credit (the "Agreement") when due (a) all debts, liabilities and obligations, now existing or hereafter coming into existence; (b) a service charge not to exceed 1 1/2% per month, or 18% per annum, (or the maximum allowable contract rate under applicable law) on the unpaid balance of any account or other Obligations (the "Service Charge"); and (c) reasonable attorneys' fees, costs and expenses incurred in connection with the collection and enforcement, or any attempts at collection and enforcement, of such debts, liabilities or obligations of Applicant, by or through any attorney, all of (a), (b) and (c) shall be referred to as the "Obligations".

All new Open Accounts must have credit card on file, please fill out Credit Card Authorization Form. Payments for Open Accounts must be made by check. If payment is made by credit card, 3% processing fee will be added to the payment amount.

Applicant agrees to pay for all goods purchased in compliance with the prevailing terms of Seller. If Applicant fails to comply with Seller's prevailing terms or any of the provisions of this Agreement, Seller may declare the unpaid balance on this account immediately due and payable. In this event, Applicant agrees to pay such balance upon demand or Seller may, in the manner and as provided by applicable law, retake the goods or pursue any further remedy provided by applicable law.

Applicant hereby authorizes the use of this document, or a facsimile thereof, as consent for the release of credit information to Seller by credit bureau and the above-listed Trade and Bank References.

Applicant certifies that the statements on this Agreement are true, correct and complete, and that they have been made in order to obtain credit from Pro Cabinet Hardware.

If more than one person shall execute this Agreement, the term "undersigned" shall mean all parties executing this Agreement, and any liability under this Agreement shall be joint and several.

Applicant has executed this Agreement under seal, this the (M) day of (D) (Y)

IF CORPORATION (must be signed and sealed by a duly authorized officer)

Name of Corporation:

By: Name of Officer: Title:

Signature of Officer: _____ Corporate Seal

IF INDIVIDUAL OR SOLE PROPRIETORSHIP

(Seal)

IF LIMITED PARTNERSHIP OR GENERAL PARTNERSHIP (must be signed by all general partners)

Name of Partnership:

By: Name of General Partner: Name of General Partner:

Signature of Partnership _____

Signature of General Partner _____

TOUCH CABINETS HARDWARE, Inc

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