



Complete all applicable fields. The information provided will be used to evaluate eligibility for commercial credit terms.
Incomplete applications may delay review. Supporting documents may be attached to this application.

APPLICANT AND BUSINESS INFORMATION

LEGAL BUSINESS NAME	DBA / TRADE NAME		
BILLING ADDRESS	CITY	STATE	ZIP
SHIPPING ADDRESS	CITY	STATE	ZIP
PHONE	GENERAL EMAIL		
WEBSITE	FEDERAL EIN		

BUSINESS PROFILE

BUSINESS ACTIVITY				
Dealer / Distributor	Manufacturer	Contractor / Builder	Other	
ENTITY TYPE				
Sole Proprietorship	Partnership	Corporation	LLC	Other
YEARS IN BUSINESS	NUMBER OF EMPLOYEES	STATE OF FORMATION		

CREDIT REQUEST AND COMMUNICATIONS

CREDIT LINE REQUESTED	PURCHASE ORDER REQUIREMENTS (IF ANY)
ACCOUNTS PAYABLE CONTACT	ACCOUNTS PAYABLE EMAIL
PURCHASING / ORDER CONTACT	PURCHASING / ORDER EMAIL
PREFERRED INVOICE DELIVERY	SALES TAX STATUS
Email Customer Portal Other	Taxable Resale / Exempt

OWNERS, OFFICERS OR GENERAL PARTNERS

1. NAME	TITLE	PHONE
2. NAME	TITLE	PHONE
3. NAME	TITLE	PHONE



TRADE REFERENCES

List three active commercial vendors. Do not list credit-card issuers or personal references.

REFERENCE 1

COMPANY NAME	PHONE		
ADDRESS	CREDIT DEPARTMENT EMAIL		
CITY	STATE	ZIP / POSTAL CODE	ACCOUNT NO. (OPTIONAL)

REFERENCE 2

COMPANY NAME	PHONE		
ADDRESS	CREDIT DEPARTMENT EMAIL		
CITY	STATE	ZIP / POSTAL CODE	ACCOUNT NO. (OPTIONAL)

REFERENCE 3

COMPANY NAME	PHONE		
ADDRESS	CREDIT DEPARTMENT EMAIL		
CITY	STATE	ZIP / POSTAL CODE	ACCOUNT NO. (OPTIONAL)

BANK REFERENCE - REQUIRED ONLY FOR AN OPEN-ACCOUNT REQUEST

BANK NAME	CONTACT PERSON	
BANK ADDRESS	PHONE	
CITY / STATE	ZIP / POSTAL CODE	EMAIL
CHECKING ACCOUNT NO. (LAST FOUR DIGITS ONLY)	SAVINGS ACCOUNT NO. (LAST FOUR DIGITS ONLY, IF APPLICABLE)	

SUPPORTING DOCUMENTS AND AUTHORIZATION

Resale / exemption certificate attached W-9 attached Card-on-file authorization attached

The Applicant authorizes TOUCH Cabinets Hardware, Inc. to contact the trade and bank references identified above and to obtain business-credit information reasonably necessary to evaluate this application. This authorization may be reproduced and relied upon as an original. Account numbers should be limited to the last four digits.



TERMS OF SALE

1. Entire Agreement

These Terms of Sale govern all orders accepted by TOUCH Cabinets Hardware, Inc. (Seller) from the applicant or purchaser (Buyer), unless Seller expressly agrees otherwise in a writing signed by an authorized officer. These terms, together with Seller's accepted order documents, constitute the entire agreement regarding the sale and supersede prior discussions or communications concerning that order.

2. Order Acceptance

A purchase order is an offer by Buyer and becomes binding only when accepted by Seller. Seller's acceptance is expressly conditioned on Buyer's agreement to these terms. Additional or conflicting terms contained in Buyer's documents are rejected unless Seller expressly accepts them in a signed writing that specifically identifies the agreed amendment.

3. Prices and Specifications

Prices, availability and specifications are subject to change before Seller accepts an order. Accepted orders will be invoiced at the price confirmed by Seller, except for taxes, freight, surcharges or other amounts disclosed as separately payable. Samples or special services may be charged at the price quoted or in effect when supplied.

4. Taxes

Buyer is responsible for all applicable sales, use, excise and similar governmental taxes or charges arising from the sale, shipment or use of the goods, unless Buyer provides valid exemption documentation acceptable to Seller. Buyer will reimburse Seller for taxes, interest, penalties and reasonable costs resulting from invalid or incomplete exemption documentation.

5. Shipment and Delivery

Unless Seller confirms otherwise in writing, shipping terms, freight charges, delivery estimates and risk-of-loss terms are those stated on Seller's order confirmation or invoice. Delivery dates are estimates and are not guaranteed. Partial shipments may be made and invoiced separately.

6. Payment and Collection

Approved open-account invoices are due according to the terms shown on Seller's invoice, generally net thirty (30) days. Past-due balances may accrue a charge of 1.5% per month, or the maximum rate permitted by law, whichever is lower. Buyer will pay reasonable collection costs and attorneys' fees permitted by law. Buyer may not withhold or offset payment without Seller's written consent.

7. Credit Approval and Financial Responsibility

All credit limits, shipments and payment terms remain subject to approval by Seller's Credit Department. Seller may reduce or withdraw credit, require advance payment, or request satisfactory security whenever Seller reasonably believes payment is at risk. If Buyer defaults, Seller may suspend performance, cancel unshipped orders and declare all outstanding amounts immediately due, subject to applicable law.

8. Cancellation and Special Orders

Buyer may cancel an accepted order only with Seller's written approval. Seller may impose reasonable cancellation, handling or production charges. Custom, made-to-order, non-stock or specially procured goods may not be cancelled or returned once production or procurement has begun, unless Seller agrees otherwise in writing.

9. Product Use and Indemnification

Buyer is responsible for selecting products suitable for its application and for proper installation, maintenance and use. To the extent permitted by law, Buyer will defend and indemnify Seller from third-party claims arising from misuse, unauthorized modification, failure to follow instructions, or goods produced to Buyer's specifications, except to the extent caused by Seller's negligence or willful misconduct.

10. Notice of Incident or Malfunction

Buyer must promptly notify Seller of any accident, injury, property damage or material malfunction involving the goods and must preserve relevant evidence and reasonably cooperate in the investigation. Notice should be provided no later than thirty (30) days after Buyer becomes aware of the event, unless applicable law requires otherwise.

11. Limited Warranty

Unless a different written product warranty applies, Seller warrants for one (1) year from shipment that goods manufactured by Seller will be free from material defects in materials and workmanship when properly installed, maintained and used for their intended purpose. This warranty does not cover misuse, improper installation, normal wear, unauthorized modification, display goods or third-party products. To the extent permitted by law, all other warranties, express or implied, are disclaimed.

12. Exclusive Remedies and Limitation of Liability

Seller's warranty obligations require timely notice and verification of the claimed defect. Seller may, at its option, repair or replace verified defective goods or issue an appropriate credit. Seller is not responsible for removal, installation, labor or related expenses unless agreed in writing. To the extent permitted by law, Seller will not be liable for indirect, incidental, special, exemplary or consequential damages, and Seller's aggregate liability will not exceed the purchase price of the affected goods.

13. Shortages and Order Discrepancies

Buyer must inspect each shipment promptly and report shortages, incorrect items or quantity discrepancies in writing within ten (10) days after delivery. The notice must identify the order, shipment and specific discrepancy. Claims not submitted within that period may be denied to the extent permitted by law.

14. Returns and RMA

No goods may be returned without Seller's prior Returned Materials Authorization (RMA). RMA requests must generally be submitted within thirty (30) days after shipment. Returned goods must be unused, in original packaging, resalable and shipped as directed. Custom, special-order, non-stock, obsolete or made-to-measure goods are not returnable unless Seller expressly agrees otherwise.



TERMS OF SALE - CONTINUED

15. Return and Restocking Charges

Approved non-defective returns may be subject to a handling or restocking charge of at least \$20 and up to 20% of the sales price, plus applicable freight or inspection costs. Verified defective goods covered by warranty are not subject to a restocking charge.

16. Transit Damage

Buyer must inspect shipments for visible damage before accepting delivery and must promptly file any required claim with the carrier. Seller will reasonably assist with available shipment documentation, but responsibility for transit loss or damage will be determined by the applicable shipping terms and carrier rules.

17. Force Majeure

Seller is not liable for delay or nonperformance caused by events beyond its reasonable control, including natural disasters, fire, labor disruption, war, governmental action, transportation interruption, supplier delay, material or energy shortage, equipment failure, epidemic or similar event. Seller may allocate available inventory and extend delivery dates for the duration of the disruption.

18. Governing Law

This Agreement and all accepted orders are governed by the laws of the State of California, without regard to conflict-of-law principles, except where federal law applies. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19. Assignment, Successors and Waiver

This Agreement binds and benefits the parties and their permitted successors and assigns. Buyer may not assign this Agreement or any right or obligation under it without Seller's prior written consent. A delay or failure to enforce any provision is not a waiver, and a waiver is effective only for the specific matter stated in writing.

20. Severability and Interpretation

If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remaining provisions will remain effective. Section headings are for convenience only and do not affect interpretation. Electronic signatures and counterparts will be treated as originals and together constitute one agreement.

APPLICANT CERTIFICATION AND ACCEPTANCE

The undersigned certifies that the information in this application is true, correct and complete; authorizes Seller to verify the information and obtain business-credit reports and references; and agrees that any credit extended is subject to Seller's approval and the Terms of Sale above. If more than one applicant signs, their payment obligations are joint and several to the extent permitted by law.

AUTHORIZED REPRESENTATIVE - PRINT NAME

TITLE

COMPANY

DATE

CREDIT LIMIT REQUESTED

SIGNATURE (TYPE OR SIGN AFTER PRINTING)

APPLICATION DATE