



ROLL-A-SHADE®
MANUFACTURING SOLAR SOLUTIONS

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Wholesale New Account Application

Company Name:		Phone:	
DBA:		Fax:	
Address:		Email:	
City, State, Zip:		Website:	

What market do you sell your products?

- % Residential
 % Commercial
 % Hospitality (Hotels, Schools, Hospitals, etc.)
 % Government

What is your sales volume?

- Up to \$250,000
 \$250,001 to \$500,000
 \$500,001 to \$1,000,000
 \$1,000,001+

What items do you sell?

- % Drapery Workroom Products (i.e., Draperies, Panels, Valences, Fabric Roman Shades)
 % Natural Woven Shades (i.e., Shades made of Woven Wood and Grass-Cloth Type Fabrics)
 % Hard Window Coverings (i.e., Mini Blinds, Vertical Blinds, Pleated Shades)
 % Solar Window Coverings (i.e., Shades made of Solar Screen Fabrics, Roller Shades)
 % Other Products (i.e., Furniture, Carpet, Wall Coverings, Tint, etc.)

Do you carry fabric sample books for presentation purposes? Yes No

Name three companies whose fabric samples you carry

Do you have professional installers available to you? Yes No

This company is operated from? Commercial Establishment Home

Type of terms seeking? Prepaid Net 30 Credit Line Requested \$ _____



Wholesale New Account Application (Cont.)

How do you classify your business (Check all that apply)

RETAILERS

- _____ % **Soft Window Covering Retailer:** An individual or company that sells drapery workroom products to the end user. (i.e., roller shades, stationary shades, motorized shades, Logo Shades™ and other Roll-A-Shade® type products)
- _____ % **Hard Window Covering Retailer:** An individual or company that sells hard window coverings to the end user. (i.e., mini-blinds, vertical blinds, pleated shades, shutters)
- _____ % **Other Retailer:** An individual or company that may sell window coverings to the end user, but whose *primary* product is something other than window coverings.
- _____ % **Designer:** An interior designer that sells window coverings to the end user.

WHOLESALERS

- C.O.M. Workroom:** A business that fabricates shades and other soft window coverings from its customers' fabrics. (Workroom customers are generally retailers and trade sellers)
- Manufacturer:** A business that manufactures window coverings from its own inventory of materials, for sale to trade resellers and retailers.
- Installer:** A person who purchases window coverings from a c.o.m. workroom or a manufacturer for resale to designers. Who then resales them to the end user.
- Fabricator:** A business that fabricates hard window coverings for sale to individuals and companies that resells them to the end user.

COMMERCIAL CONTRACTORS

- Hospitality Contractor:** A workroom/contractor that sells primarily to hotels.
- Contract Reseller:** A contractor who sells window-covering to general contractors, and end users.

SPECIFIERS

- Architectural Specifier:** An architect who specifies the products to be used for projects.
- Designer Specifier:** An Interior designer who specifies the products to be used for projects.

OTHER

- Student/Teacher:** A student or teacher in the interior design field.
- End User:** A person that uses the product
- Purchasing Company:** A company that purchases interior window coverings for commercial, institutions or hospitality organizations.



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Credit Application (Cont.)

If you wish to pay by check, we must have your banking information whether or not you request to open an account. Please provide your banking history reflecting 12 months or more of activity, unless you are a newly established business.

Your credit information must be submitted on this form. Please attach any additional information that may help complete this application. We will begin the verification process only after all information is received and signatures are provided.

Please answer all questions

Business Information:

Corporation Partnership Sole Proprietorship

Owners or Officers:

Address _____ City _____ State _____ Zip _____

Fed. Tax ID or S/S Number _____

Address _____ City _____ State _____ Zip _____

Fed. Tax ID or S/S Number _____

Address _____ City _____ State _____ Zip _____

Fed. Tax ID or S/S Number _____

Window Covering Trade References: (minimum of three, no more than one fabric company)

Address _____ City _____ State _____ Zip _____ Acct Number _____

Contact Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____ Acct Number _____

Contact Name _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____ Acct Number _____

Contact Name _____ Phone _____ Fax _____

Banking Information:

Bank Name _____

Address _____ City _____ State _____ Zip _____ Acct Number _____

Bank Name _____

Address _____ City _____ State _____ Zip _____ Acct Number _____

I hereby authorize the release of any information requested by ROLL-A-SHADE®

Signature _____ Title _____ Date _____

We wish to do business on one of the following basis:

50% Deposit, balance upon completion Net 30 Credit Line Requested \$ _____

California firms must complete this section or pay sales tax: (Attach copy of sellers permit)

I hereby certify: That I hold a valid seller's permit No. _____ issued pursuant to the Sales Tax and Use Tax Law: That I am engaged in the business of selling interior decor products; That the tangible personal property described herein which I shall purchase from ROLL-A-SHADE® will be resold by me in the form of tangible personal property, provided, however, that in the event any such property is used for any other purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales Tax and Use Tax Law to report and pay tax measured by the purchase price of such property. The property to be purchased will be interior decor products.

Signature _____ Title _____ Date _____

TERMS AND CONDITIONS: The undersigned agrees, as a condition of the extension of credit, to the following terms and conditions. ROLL-A-SHADE® will not be bound by any terms on the Buyer's order form that are at a variance with this agreement.

TERMS OF PAYMENT: Standard payment terms are net amount due within 30 days from the date of invoice. Any outstanding amounts unpaid by the due date shall be subject to an interest charge of the maximum legally permissible amount until paid in full. In the event Buyer wants to delay shipment of a completed order, ROLL-A-SHADE®, may "Bill and Hold" the order. However, payment is due in accordance with payment terms whether or not the order has been shipped. An invoice date shall be either the date of shipment or the date order is ready for shipment or placed in will-call.

In the event of material changes in the Buyer's company, including but not limited to bankruptcy, change of ownership, or a change in credit rating, ROLL-A-SHADE® reserves the right to change the credit terms of the company, cancel an order, or require a deposit to proceed with an order. No such change will cause ROLL-A-SHADE® to have any liability to the Buyer.

CANCELLATION: All orders received by ROLL-A-SHADE® from Buyer will be orders for custom-made product. As such, they may not be cancelled. In the event of a cancellation, ROLL-A-SHADE® shall have the right to charge a cancellation fee to cover any costs it may have incurred, including a minimum fee to cover the cost of having taken the order.

PRICES: Prices and specifications are subject to change without notice. Written quotations expire 30 days from the date of quotation. All pricing is F.O.B. ROLL-A-SHADE® manufacturing.

WRITTEN ORDERS: All orders submitted to ROLL-A-SHADE® by Buyer must include Buyer's purchase order and ROLL-A-SHADE® order form with all specifications clearly indicating in writing. Any specifications communicated verbally to ROLL-A-SHADE® by Buyer that result in ROLL-A-SHADE's producing the wrong product will be remade at the Buyer's expense.

DELIVERY: Shipping dates provided by ROLL-A-SHADE® to the Buyer are approximations. Deviations from promised ship dates shall not result in any damages due to Buyer from ROLL-A-SHADE®, nor shall they be acceptable grounds for cancellation of an order.

SHIPPING DAMAGED CLAIMS: Claims for damaged shipments must be reported immediately to the carrier, and must be indicated on all delivery receipts signed by the Buyer. Should damage be noticed after delivery, Buyer must immediately notify the carrier, and file a timely claim. If Buyer should fail to do so, all recourse to ROLL-A-SHADE® shall thereby be waived.

WARRANTY: ROLL-A-SHADE® products are warranted to be free of defects in materials and workmanship under normal use and conditions for the warranty period of the specific product purchased. (See product specific warranties)

Motors, electrical and electronic accessories are warranted for five years.

ROLL-A-SHADE'S only obligation under this warranty shall be to repair or replace product which does not conform to its warranty. The rework method (i.e., to repair or to replace) shall be determined solely by ROLL-A-SHADE®. ROLL-A-SHADE® shall not be liable for any injury or damage, direct or consequential, arising out of the use of its products. Before using, Buyer or End User, must determine the suitability of the product for its intended use. Buyer and End User assume all risks associated with this determination.

The following items are excluded from this warranty:

- A) Product that has been opened and returned with clear evidence of abuse or other damage.
- B) Product that was improperly installed.
- C) Electronic and electrical product wired and installed at variance with our written instructions and wiring diagrams.
- D) Product made incorrectly because Buyer failed to supply necessary information, or supplied incorrect information.

All costs related to the return and reinstallation of product covered by this warranty shall be borne by the Buyer.

A Return Authorization is required to return any product to ROLL-A-SHADE® for any reason. The Return Authorization number must be prominently displayed on each carton and the Return Authorization itself must be included in the package. Product shipped to ROLL-A-SHADE® without the Return Authorization on the packaging will be refused by our Receiving Department, and returned to Buyer at Buyer's expense.

Buyer shall include all of the provisions of this warranty in any resale of ROLL-A-SHADE® product. ROLL-A-SHADE'S liability to a third party shall be no greater than its liability to the Buyer.

WAIVER: The failure of ROLL-A-SHADE® to seek redress for any breach of this agreement, shall not operate as a waiver of any subsequent breach.

APPLICABLE LAW: The laws of the State of California shall govern the interpretation of the provisions of this agreement.

JURISDICTION: In the event of any litigation to enforce or interpret any terms of this Agreement, the parties agree that such action will be brought in the Superior Court of the County of Riverside, California. In no event shall the litigation of any controversy or the settlement thereof delay the performance of this Agreement.

COLLECTION AND ATTORNEY'S FEES: If an action is commenced to enforce payment as provided herein, Customer agrees to pay Roll-A-Shade's Attorney's fees, court costs and other costs of collection.

ARBITRATION: In the event of a dispute, Buyer agrees that ROLL-A-SHADE® may elect resolution through binding arbitration in Los Angeles, CA under the rules of The American Arbitration Association with one arbitrator presiding. Buyer agrees to be bound by ROLL-A-SHADE's choice between litigation and/or arbitration.

PRINT NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____

PERSONAL GUARANTEE: The undersigned, in consideration for the extension of credit to the Application Corporation, hereby agrees to the above terms and conditions, and also agrees to assume personal liability and responsibility for payment of all amounts due to ROLL-A-SHADE® from the Corporation, and guarantees payment of any amounts which become due pursuant to the above terms and conditions. The undersigned understands and accepts that without this personal guarantee, credit would not be extended to the Applicant Corporation.

PRINT NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____