Curate

TO THE TRADE

FURNITURE

Adriana Hoyos
Lead Time 12-16 weeks
40% off Retail

Alfonso Marina
Lead Time 12-14 weeks
40% off Retail

Baker/Milling Road
Lead Time 6-10 weeks
40% off Retail

Brown Jordan
Lead Time 8-10 weeks

Castelle
Lead Time 8-10 weeks

Chaddock
Lead Time 8-10 weeks
50% off Retail

EJ Victor
Lead Time 8-10 weeks
50% off Retail

Gloster
Lead Time 4-8 weeks

Hickory Chair
Lead Time 6-10 weeks
50% off Retail

Highland House Furniture
Lead Time 4-6 weeks
50% off Retail

Kelly Wearstler by EJ Victor
Lead Time 8-10 weeks
50% off Retail

Jimeco
Lead Time 10-12 weeks

Maria Yee
Lead Time 12-16 weeks
50% off Retail

McGuire
Lead Time 6-8 weeks
40% off Retail

Palecek
Lead Time 4-6 weeks
50% + 5% off Retail

Ralph Lauren
Lead Time 6-10 weeks
50% off Retail

Roberta Schilling
Lead Time 14-16 weeks

Summer Classics
Lead Time 6-8 weeks

Theodore Alexander
Lead Time 6-8 weeks
50% off Retail

Vanguard
Lead Time 6-12 weeks
50% off Retail

Verellen
Lead Time 12-14 weeks
50% off Retail

Woodbridge Furniture
Lead Time 4-6 weeks
50% off Retail

LIGHTING
ACCESSORIES

Arteriors Home
Lead Time 2-4 weeks

Baker
Lead Time 6-8 weeks
40% off Retail

Currey & Co.
Lead Time 2-4 weeks
50% off Retail

Global Views
Lead Time 2-4 weeks

Jamie Young
Lead Time 2-4 weeks
50% off Retail

Loloi Rugs
Lead Time 2-4 weeks
50% off Retail

Made Goods
Lead Time 2-4 weeks
40% off Retail

New Moon Rugs
Lead Time 4+ weeks
40% off Retail

Ralph Lauren
Lead Time 6-10 weeks
25% off Retail

Sien + Co
Lead Time 2-4 weeks
30% off Retail

Visual Comfort Lighting
Lead Time 2-4 weeks

FABRIC

Kravet

- Brunschwig & Fils
- Clarke & Clarke
- Cole & Son
- GP & J Baker
- Gaston Y Daniela
- Groundworks
- Lee Jofa
- Mulberry
- Ralph Lauren
- Threads
- Wynfield Thybony

B. Mori & Co.

Crest Leather

CTS

Dani Leather

Dogwood

Garrett Leather

Maxwell/Telafina

MDC

Pindler

Tri-Kes/ Momentum

Curate
TO THE TRADE

LINE LIST

we are...

CHAMPIONS OF THE DESIGN COMMUNITY

PUTTING DESIGNER'S NEEDS IN THE FOREFRONT OF OUR BUSINESS

A RESOURCE FOR INSPIRATION, SOURCING AND KNOWLEDGE

CONNECTING DESIGNERS WITH RESOURCES TO HELP MAKE PROJECTS MORE THEIR OWN

CONNECTING DESIGNERS WITH THEIR COLLEAGUES TO BETTER HELP THE COMMUNITY AS A WHOLE

FINDING STRATEGIC PARTNERS WITHIN THE INDUSTRY WHO SHARE OUR VALUES

PRIVILEGED TO WORK WITH OUR CLIENT'S

HERE TO ENHANCE THE EXPERIENCE OF CREATING

In our efforts to be the touchstone of the Interior Design Community, we will always be a source of knowledge, service, inspiration and connection. We strive to provide our clients superior service.

Welcome to Curate To The Trade,

We are so glad you are here! As you read above, our mission is to be your best resource and biggest champion. We all know this industry is about relationships and, to us, our relationship with you is the most important.

Before we go further, let's get some paperwork out of the way. . .

We will need a few things from you to get started:

1. Fill attached Curate To The Trade Account form—*This is the account form to get you set up for purchasing.*
2. A copy of your business license and re-sale certificate

Would you be interested in having access to your fabric orders directly online? If so, please fill out any of the attached account forms.

Now on to the good stuff…
Come work with us in the showroom *Monday - Friday 9:00am - 5:30pm*.
No need to make an appointment to source and work. If you would like more in depth time with your assigned Sales Consultant, shoot them an email to schedule time in advance. If you have any questions or don't know who your sales consultant is, reach out to us at 801.618.0216 or info@curatetothetrade.com

Visit our website www.curatetothetrade.com for links to all our vendors.
Follow us on Instagram @curatetothetrade for inspiration, current promotions and general insight as to what is going on at Curate!

We look forward to working with you!

-The Curate Team

Curate
TO THE TRADE

NEW CUSTOMER SET-UP

Acct#
Sales

CUSTOMER/COMPANY NAME:

NAME OF CONTACT PERSON:

CONTACT PERSONS TITLE:

BILL TO ADDRESS:

CITY, STATE, ZIP

E-MAIL ADDRESS:

COMPANY PHONE NUMBER:

COMPANY WEBSITE :

TAX EXEMPTION STATUS: ____ *TAXABLE*

____ *TAX- EXEMPT (**FORM MUST BE PROVIDED**)*

Has this customer/person had an account with Curate To The Trade under any other name in the Past? If so, by what name:

_____

PLEASE COMPLETE THIS FORM AND SEND BACK WITH A COPY OF YOUR RE-SALE CERTIFICATE.

kravetinc. KRAVET | LEE JOFA | BRUNSCHWIG & FILS | GP&J BAKER

new account qualification questionnaire

Account name: _____

Your primary business is: ☐ Residential ☐ Contract

Are you exclusively a showroom shopper? ☐ Yes ☐ No

Do you have any "sampling" at your office/home? ☐ Yes ☐ No

If the above answer is "Yes," what is your preferred method of sampling?

☐ Books ☐ Memos ☐ Other (Please specify) _____

What is your preferred method to shop product such as furniture, carpeting and drapery hardware?

☐ Catalogues ☐ Showrooms ☐ Online ☐ Other (Please specify) _____

Do any suppliers call on you at your office/home in the following categories?

Fabric	☐ Yes	☐ No
Furniture	☐ Yes	☐ No
Carpet	☐ Yes	☐ No
Drapery Hardware	☐ Yes	☐ No
Lighting	☐ Yes	☐ No
If so, must they have an appointment?	☐ Yes	☐ No

Who is currently your primary supplier for the following categories:

Fabric: _____

Furniture: _____

Carpet: _____

Drapery Hardware: _____

Lighting: _____

225 Central Avenue South Bethpage New York 11714 kravetinc.com Phone 516 293 2000 Fax 516 420 5595 Email credit@kravet.com

kravet inc. KRAVET | LEE JOFA | BRUNSCHWIG & FILS | GP&J BAKER

credit application

KEY BUSINESS INFORMATION *required field

*Please enter the code that best describes your type of business: Please Choose One...

Trade Name* _____

Legal Name* _____

Address* _____

City* _____ County* _____

State* _____ Zip* _____ Telephone #* _____

Fax* _____ Cell # _____

Owner Email* _____

Designer Email _____

Bookkeeper Email _____

e-invoice Yes ☐ No ☐ ***Unless otherwise specified, e-invoice will be directed to bookkeeper's email address.***

Please provide name, home address and telephone number of owner or an authorized officer, if incorporated.

Name _____ Telephone _____

Home Address _____ City _____ State _____ Zip _____

☐ Proprietorship Social Security # _____ - _____ - _____ ☐ Partnership ☐ Corp. Fed ID# _____

Date Established _____ +Resale Tax # _____ Exp. Date _____

+Please attach copy of signed resale certificate. D&B #_____ - _____ - _____

Terms Of Sale

Account Terms Desired* ☐ N-30 ☐ Proforma ***Interim terms are Proforma until review is completed.***

Credit line requested $ _____ PO required Yes ☐ No ☐

Furniture and Carpet orders require a 50% deposit. Balance due prior to shipping. Written PO required for all orders.

***Fields located below are required if requesting terms**

Active Trade References*

Name _____ Account # _____ Address _____ City _____ State _____ Zip _____

Name _____ Account # _____ Address _____ City _____ State _____ Zip _____

Name _____ Account # _____ Address _____ City _____ State _____ Zip _____

Bank Reference*

Name _____ Account # _____ Address _____ City _____ State _____ Zip _____

Phone # _____ Officer _____

Please note, our charge for returned checks is $35.00 per check.

Credit Information Release Authorization

I/We agree that Kravet Inc. may contact any of the references provided, as well as business and consumer reporting agencies, for the purpose of establishing or updating credit terms. I/We further certify that the information given herein is true and correct. By printing my name below, this serves as authorization for Kravet Inc. and its subsidiaries to verify the listed credit references, and for the bank and trade references listed above to release financial and credit information to Kravet Inc. and its subsidiaries concerning my request for credit consideration and to all terms and conditions listed here.

☐ Agree to Terms and Conditions

Print Reset Form Submit Form

Credit Agreement

Should the account become delinquent, I/we will be responsible for all costs related to collection efforts, including agency fees, attorney fees and court costs.

Authorized Signature _____ Title _____ Date _____

225 Central Avenue South Bethpage New York 11714 kravetinc.com Phone 516 293 2000 Fax 516 420 5595 Email credit@kravet.com

Utah State Tax Commission • 210 N 1950 W • Salt Lake City, UT

Exemption Certificate

(Sales, Use, Tourism and Motor Vehicle Rental Tax)

Print Form

Clear form

TC-721
Rev. 5/18

Name of business or institution claiming exemption (purchaser)			Telephone number
Street address	City	State	ZIP Code
Authorized signature	Name (please print)	Title	
Name of Seller or Supplier: KRAVET INC		Date	
Sales Tax License Number:		***Required for all exemptions marked with an asterisk (*)***	

The signer of this certificate MUST check the box showing the basis for which the exemption is being claimed.

DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION
Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

*☒ **Resale or Re-lease**
I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

*☐ **Religious or Charitable Institution**
I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling $1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

*☐ **Construction Materials Purchased for Religious and Charitable Organizations**
I certify the construction materials are purchased on behalf of a religious or charitable organization and that they will be installed or converted into real property owned by the religious or charitable organization.
Name of religious or charitable organization: _____
Name of project: _____

*☐ **Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in a Manufacturing Facility, Mining Activity or Web Search Portal or Electronic Payment Service**
I certify the machinery and equipment and normal operating repair or replacement parts have an economic life of three years or more and are for use in a Utah manufacturing facility described in SIC Codes 2000-3999 or a NAICS code within NAICS Sector 31-33; in a qualifying scrap recycling operation; in a co-generation facility placed in service on or after May 1, 2006; in the operation of a Web search portal by a new or expanding business described in NAICS Code 518112; in the operation of an electronic financial payment service described in NAICS Code 522320; or in a business described in NAICS 212, Mining (except Oil and Gas), or NAICS 213113, Support Activities for Coal Mining, NAICS 213114, Support Activities for Metal Mining, or NAICS 213115, Support Activities for Nonmetallic Minerals (except Fuels) Mining. For a definition of exempt mining equipment, see Utah Code §59-12-104(14).

*☐ **Fuels, Gas, Electricity**
I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes.

*☐ **Machinery or Equipment Used by Payers of Admissions or User Fees**
I certify that: (1) the machinery or equipment has an economic life of three or more years and will be used by payers of admissions or user fees (Utah Code §59-12-103(1)(f)); (2) the buyer is in the amusement, gambling or recreation industry (NAICS Subsector 713); and (3) at least 51 percent of the buyer's sales revenue for the previous calendar quarter came from admissions or user fees.

*☐ **Refinery Machinery, Equipment and Normal Repair or Replacement Parts**
I certify the machinery, equipment, normal operating repair parts, catalysts, chemicals, reagents, solutions or supplies are for the use of a refiner who owns, leases, controls or supervises a refinery (see Utah Code §63M-4-701) located in Utah.

*☐ **Auto, Industrial Gas, or Drilling Equipment Manufacturer**
I certify the machinery, equipment, normal operating or replacement parts are used or consumed in a manufacturing process as described in NAICS 336111 (Automotive Manufacturing), or 325120 (Industrial Gas Manufacturing) to manufacture hydrogen of the 2002 North American Industry Classifications Systems, or by a drilling equipment manufacturer as defined in Utah Code §59-12-102.

*☐ **Pollution Control Facility**
I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

*☐ **Steel Mill**
I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in Standard Industrial Classification (SIC) 3312.

*☐ **Municipal Energy**
I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.

IMPORTANT: To protect your privacy, use the "Clear form" button when you are finished. Clear form

*☐ **Short-term Lodging Consumables**
I certify the tangible personal property is consumable items purchased by a lodging provider as described in Utah Code §59-12-103(1)(i).

*☐ **Direct Mail**
I certify I will report and pay the sales tax for direct mail purchases on my next Utah *Sales and Use Tax Return.*

*☐ **Commercial Airlines**
I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

*☐ **Commercials, Films, Audio and Video Tapes**
I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

*☐ **Alternative Energy**
I certify the tangible personal property meets the requirements of Utah Code §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.

*☐ **Locomotive Fuel**
I certify this fuel will be used by a railroad in a locomotive engine.

*☐ **Research and Development of Alternative Energy Technology**
I certify the tangible personal property purchased will be used in research and development of alternative energy technology.

*☐ **Life Science Research and Development Facility**
I certify that: (1) the machinery, equipment and normal operating repair or replacement parts purchased have an economic life of three or more years for use in performing qualified research in Utah; or (2) construction materials purchased are for use in the construction of a new or expanding life science research and development facility in Utah.

*☐ **Mailing Lists**
I certify the printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.

*☐ **Semiconductor Fabricating, Processing or Research and Development Material**
I certify the fabricating, processing, or research and development materials purchased are for use in research or development, manufacturing, or fabricating of semiconductors.

*☐ **Telecommunications Equipment, Machinery or Software**
I certify these purchases or leases of equipment, machinery, or software, by or on behalf of a telephone service provider, have a useful economic life of one or more years and will be used to enable or facilitate telecommunications; to provide 911 service; to maintain or repair telecommunications equipment; to switch or route telecommunications service; or for sending, receiving, or transporting telecommunications service.

*☐ **Aircraft Maintenance, Repair and Overhaul Provider**
I certify these sales are to or by an aircraft maintenance, repair and overhaul provider for the use in the maintenance, repair, overhaul or refurbishment in Utah of a fixed-wing, turbine-powered aircraft that is registered or licensed in a state or country outside Utah.

*☐ **Ski Resort**
I certify the snow-making equipment, ski slope grooming equipment or passenger rope-ways purchased are to be paid directly with funds from the ski resort noted on the front of this form.

☐ **Leasebacks**
I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

☐ **Film, Television, Radio**
I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

☐ **Prosthetic Devices**
I certify the prosthetic device(s) is prescribed by a licensed physician for human use to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)

☐ **Out-of-State Construction Materials**
I certify this tangible personal property, of which I am taking possession in Utah, will be taken out-of-state and will become part of real property located in a state that does not have sales tax, is taxed at a lower rate, or does not allow credit for tax paid to Utah. I will report the tax on my next Utah return at the lower of the Utah rate where the tangible personal property was purchased or the rate of the location where the tangible personal property is converted to real property in the other state if the other state allows a credit for tax paid to Utah.

☐ **Agricultural Producer**
I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. **This exemption does not apply to vehicles required to be registered.**

☐ **Tourism/Motor Vehicle Rental**
I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

☐ **Textbooks for Higher Education**
I certify that textbooks purchased are required for a higher education course, for which I am enrolled at an institution of higher education, and qualify for this exemption. An institution of higher education means: the University of Utah, Utah State University, Utah State University Eastern, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, Salt Lake Community College, or the Utah System of Technical Colleges.

Print Form

*** Purchaser must provide sales tax license number in the header on page 1.**

NOTE TO PURCHASER: You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

Questions? Email **taxmaster@utah.gov**, or call 801-297-2200 or 1-800-662-4335.

IMPORTANT: To protect your privacy, use the "Clear form" button when you are finished. Clear form

PINDLER

EST. 1947

11910 POINDEXTER AVE., MOORPARK, CA 93021
P.O. BOX 8007, MOORPARK, CA 93020
P: 805.531.9090 F: 805.532.2020
PINDLER.COM

NEW ACCOUNT/CREDIT APPLICATION

◯ NEW ACCOUNT

◯ REACTIVATION/UPDATE

ACCT. # _____

THIS APPLICATION HAS TWO SIDES. BOTH MUST BE COMPLETE AND SIGNED WHERE INDICATED.

CONTACT INFORMATION:

DATE_____/_____/_____

BUSINESS NAME _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHYSICAL ADDRESS _____
(if different than mailing)

CITY _____ STATE _____ ZIP _____

PHONE (_____)_____ MOBILE (_____) _____ WEBSITE _____

MAIN EMAIL _____

INVOICING EMAIL _____ ☐ *OR CHECK HERE TO OPT OUT OF ELECTRONIC INVOICING*
(if different than main email)

MARKETING EMAIL _____ ☐ *OR CHECK HERE TO OPT OUT OF MARKETING EMAILS*
(if different than main email)

ARE YOU INTERESTED IN OUR FREE SAMPLE BOOK PROGRAM? ◯ YES ◯ NO

WOULD YOU LIKE A SALES REPRESENTATIVE TO CALL ON YOU? ◯ YES ◯ NO

TYPE OF ACCOUNT REQUESTED:

◯ PROFORMA / PAYMENT BEFORE DELIVERY ◯ NET 30 *(Bank information required)*

NAME OF BANK _____

PHONE (_____) _____ ACCT. # _____

BUSINESS INFORMATION:

OWNERSHIP: ◯ SOLE OWNERSHIP ◯ PARTNERSHIP ◯ CORPORATION ◯ LLC

Must provide the following for at least one owner / officer / partner

NAME (1) _____ (2) _____

TITLE _____ _____

HOME ADDRESS _____ _____

_____ _____

HOME PHONE (_____) _____ (_____) _____

SALES TAX STATUS: ◯ TAXABLE ◯ NON-TAXABLE *(Must provide appropriate documentation)*

TYPE OF BUSINESS *Please indicate ONLY one.*

◯ INTERIOR DESIGN STUDIO
◯ IN-HOME DESIGNER WITH LIBRARY
◯ UPHOLSTERER
◯ ARCHITECT
◯ CONTRACT / HOSPITALITY MANUFACTURING
◯ MODEL HOME DESIGNER
◯ IN-HOME DESIGNER WITHOUT LIBRARY
◯ DRAPERY / BEDDING WORKROOM
◯ HOSPITALITY / SPECIFIER
◯ OTHER _____

TURN AND READ THE TERMS AND CONDITIONS ON THE BACK. SIGNATURE IS REQUIRED.

Pindler & Pindler, Inc.
TERMS AND CONDITIONS OF SALE

ACCT. # _____

ACCEPTANCE OF ORDERS: All orders placed by you are subject to acceptance by Pindler & Pindler, Inc. Each order placed by you and accepted by us is a sale subject to these Terms and Conditions of Sale (this "Agreement") and indicates your assent to this Agreement, unless otherwise mutually agreed in writing.

ENTIRE AGREEMENT: This Agreement, including our privacy policy as incorporated herein by reference, constitutes the entire agreement between the parties, supersedes any other contracts or courses of dealing between the parties, and is intended by the parties as a complete and exclusive statement of the terms of their agreement.

THE PARTIES: For purposes of this Agreement and application, the parties shall be defined as follows: You, hereafter referred to as 'Buyer', 'Applicant', or 'Account Holder'; and we, hereafter referred to as 'Pindler & Pindler, Inc.' or 'Seller'.

F.O.B.: Moorpark, CA

PRICES: Prices quoted are net wholesale. Prices are subject to change without notice. All shipping and special processing charges are additional.

CURRENCY: All monetary transactions between Buyer and Seller are to be made in U.S. Dollars.

THIRD-PARTY PAYMENTS: Third-party payments are accepted strictly as an accommodation to Account Holder and at the discretion of Pindler & Pindler, Inc. Any unpaid amounts resulting from the accommodation are the responsibility of Account Holder. Unpaid balances include, but are not limited to, returned checks, credit card chargebacks, short-pays, or other unpaid amounts. Account Holder affirms that in making third-party payments they are fully authorized to do so. Any returned checks or credit card chargebacks due to unauthorized charges will be deemed immediately due and payable at the expense of Account Holder. Account Holder agrees to pay any and all open balances including any applicable fees.

PRIVACY POLICY: Please visit www.pindler.com for Seller's complete privacy policy.

MINIMUM ORDER: One Yard.

WHEN ORDERING: Often much time can be saved and orders more satisfactorily filled by specifying the end use for which the fabric is intended; Seller recommends drapery and curtain cut lengths be specified.

BACK ORDERS: All back orders are considered firm orders.

CANCELLATION OF ORDERS: Order cancellations must be made in writing within five (5) business days of the original order date. No order cancellation will be accepted if production has commenced. Order cancellations are subject to a cancellation fee.

RETURNS & CLAIMS: No returns will be accepted without a return authorization number issued by Customer Service. Buyer's request for return authorization must include the invoice number, date of invoice, pattern, color, yardage and reason. All authorized returns without fault of Seller will be subject to a 25% restocking charge, plus freight both ways. No piece less than ten (10) yards on drapery and five (5) yards on upholstery will be accepted for return under any circumstances. No fabrics with special finishes will be accepted for return. No returns will be accepted after thirty (30) days from the date of shipment. Fabric cannot be returned for credit and/or refund after it has been cut. Yardage must be inspected for flaws, correctness of color, pattern, quantity and quality before cutting as no allowance will be made for cut fabric. All authorized returns must be in the original wrapping materials and in the same condition received by Buyer. When shipments are made direct to workrooms, it is Buyer's responsibility to send a cutting to the workroom to enable it to verify the goods are correct before processing. No claims or returns will be accepted for drop shipments made per Account Holders' request. All authorized returns for "damaged" fabric will be subject to inspection. Since color variation often cannot be avoided from one dye lot to another, Seller does not guarantee dye lots and may not issue any credit for dye lot variation unless a cutting for approval was requested with the order. Refused shipments, Account Holder duplication of orders, or cancellations after fabric and/or trim has been cut are subject to a 25% restocking charge and all freight charges. No fabric can be returned for credit and/or refund if it has been processed by Buyer in any way. Fabric damage or failure due to color fading, pilling or shrinkage is not valid where there is evidence of heavy soiling, abuse, or improper cleaning.

AFTER MARKET FINISHES: All after market finishes and/or treatments (e.g., Teflon, Flameproofing, Laminating, Paper or Acrylic Backing, Soil and Stain Protection, etc.) are done at Account Holder's request and risk. Seller expressly disclaims any responsibility for and is not liable to Buyer and/or any user for variances in and/or damage to merchandise to which any after market finish and/or treatment has been applied. Any after market finish and/or treatment applied on washed fabrics may alter the prewashed characteristics. Shrinkage must be allowed. For prices for after market finishes and treatment, contact Customer Service. Prices are subject to change without notice.

HANDLOOMED AND NATURAL FIBER FABRICS: Handloom and natural fiber fabrics may have slight variations in weave and color that are not to be considered flaws. These variations are inherent to handloom textiles and natural fiber fabrics and are part of their unique character. The characteristic slubs enhance their natural beauty and texture. This texture is produced through a natural processing in carding, spinning and weaving. In many cases, the color is natural and not dyed. Because of variations in dye lots, yarns and weaves, the fabric in stock may vary from samples. Seller recommends a cutting from current stock be requested. No guarantees are made regarding colorfastness, fading or exact matching. All measurements quoted for repeats are approximate. Side matching of repeats on ikats, stripes, checks, plaids and ribbed patterns will not be exact.

CORRELATED PRINTS: Correlated prints are designed and colored so they may be used successfully together as companion designs in color correlated decorating plans. Color correlations should not be confused with an exact dye lot match. Commercial textile printing techniques make exact dye lot matches between various designs frequently impossible. The real color test for these fabrics is how well they look when installed in Buyer's room setting.

MULTIPLE WIDTH DRAPERIES: When planning multiple width draperies, it is Account Holder's responsibility to verify adequate pattern alignment before cutting to produce a satisfactory end result.

DRAPERIES: Small fluctuations in length of draperies may occur. No fabric is completely stable. A completely stable fabric would have no textural interest at all. It is reasonable to expect a 3% change in any drapery length depending on the fabric involved. Drapery fabrics, due to yarn contents, construction, humidity, etc., will expand or contract under certain atmospheric conditions. Buyer should allow sufficient fabric in the hems for later adjustments, should it be necessary.

FADING: The best available dyes are always used, but Seller's fabrics are not guaranteed against color fading through exposure to the sun or atmospheric conditions. Some colors are more fugitive than others. Colors can fade by oxidation ("gas fading") if fabrics are kept in storage for too long without airing. Impurities in the air may cause as much fading as the direct rays of the sun.

MEMO SAMPLES: Memo samples are available at all Seller showrooms. Seller does not guarantee that colors of memo samples will match the merchandise Buyer receives. If these memo samples are not returned within thirty (30) days, Buyer will be billed for them and will not receive credit for their return. The return date for memo samples may be extended upon request.

CAUTION: Due to the possibility of differences in dye lots, Seller recommends that all fabrics necessary to complete the job be in Buyer's possession before any work is started. Paints and special dye jobs should be made up to match actual fabrics, not sample equipment (e.g. memo samples, books, etc.). If an exact match is required, a cutting of current stock should be requested. No claims will be recognized on fabric after it has been in any way processed by Buyer.

WARRANTY AND LIMITATIONS ON LIABILITY: Seller warrants that the merchandise will, at the time it is delivered to Buyer, be free from defects in materials or workmanship within generally accepted industry standards. This warranty is in lieu of all other warranties with respect to the merchandise, including any implied warranties of merchantability or fitness. Any claim under this warranty shall be deemed waived unless made in writing within thirty (30) days of receipt of the merchandise by Buyer and before any part of the merchandise has been used, resold or transferred. Upon Seller's approval, non-conforming merchandise may be credited or replaced at Seller's option. Seller expressly disclaims any responsibility for and is not liable to Buyer and/or any user for (1) special or consequential damages arising out of or in any way connected with the sale or use of the merchandise, and (2) variances in and/or damage to merchandise to which any after-market finish and/or treatment has been applied. In no event shall Seller's liability exceed the amount paid by Buyer to Seller for the non-conforming merchandise. In no event shall Seller be liable for any failure or delay in delivery of all or any part of the merchandise, due, in whole or part, to lockouts, labor disputes, production or transportation interruptions or limitations, shortages or delays in delivery or receipt of materials, acts of God or any other cause beyond Seller's economically reasonable control. In no event may any action be brought against Seller more than one (1) year after the merchandise was delivered to Buyer.

VENUE: All sale and purchase agreements, purchase orders and invoices are made and performed in Moorpark, California, and shall be interpreted and construed in accordance with the laws of California without regard to its conflict of laws principles. Any action brought to resolve a dispute arising from the interpretation or construction of or to enforce any such agreement, purchase order and/or invoice shall be brought in Ventura County, California, and the parties consent to venue and jurisdiction of such courts.

It is understood and accepted by the undersigned Applicant that:

A. All open account charges shall be deemed delinquent unless paid within thirty (30) days of invoice date.

B. Applicant hereby acknowledges that late or delinquent payment by Applicant on its account will cause Pindler & Pindler, Inc. to incur costs not contemplated by the parties in opening the account, the amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing charges, bookkeeping charges, accounting charges and legal charges. Therefore, if payment of any account charges are not received by Pindler & Pindler, Inc. within ten (10) days after such charges have become due, then without any requirement for notice to Applicant, Applicant shall pay to Pindler & Pindler, Inc. liquidated damages equal to 1-1/2 percent per month for such overdue amount. Applicant and Pindler & Pindler, Inc. agree that such liquidated damages represent a fair and reasonable estimate of the costs Pindler & Pindler, Inc. will incur by reason of late or delinquent payment by Applicant. Acceptance of payments of such liquidated damages by Pindler & Pindler, Inc. will not constitute a waiver of Applicant's default with respect to such overdue amount nor prevent Pindler & Pindler, Inc. from exercising any other rights or remedies granted hereunder or by law.

C. In the event Applicant fails to pay any account charges when due or proceedings in bankruptcy, receivership, or insolvency are instituted by or against Applicant or its property, Pindler & Pindler, Inc. may at its option declare the entire unpaid balance of Applicant's account due and immediately payable. Applicant agrees to pay all attorneys' fees, costs of suit, lien fees, collection agency fees and other costs of collection, suit or the enforcement of judgment incurred by Pindler & Pindler, Inc. in the collection of any charges to Applicant's account that become delinquent, whether or not Pindler & Pindler, Inc. institutes suit.

D. A service charge of $45.00 will be applied to each returned check and credit card chargeback.

E. This Agreement shall remain in effect until terminated in writing by the undersigned to Pindler & Pindler Inc. Applicant agrees to notify Pindler & Pindler, Inc. within ten (10) days of any changes to Applicant's name, business status, or ownership. Pindler & Pindler, Inc. reserves the right to cancel any agreement to extend business credit and to re-evaluate the creditworthiness of Applicant under its new name, business status, or ownership.

_____ **20**_____

Signature **Date**

Printed Name **Company Name** **Title**

PERSONAL GUARANTY

In consideration of the extension of credit by Pindler & Pindler, Inc. to _____ (Applicant herein), the undersigned does jointly and severally personally guaranty to pay and be responsible for payments of all sums, balances and accounts due Pindler & Pindler, Inc., including collection and/or attorneys' fees. This shall be an open and continuing guaranty and shall continue in force not withstanding any charge in the form of such indebtedness or renewals, or amendment, adjustment, modification or extensions granted by Pindler & Pindler, Inc. without obtaining consent thereto and until expressly removed by written notice from me/us to Pindler & Pindler, Inc. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of acceptance or notice of default or non-payment and waive action required by any statute against Applicant. No delay on Pindler & Pindler, Inc.'s part in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed either as against Applicant or any other person primarily or secondarily liable to Pindler & Pindler, Inc. shall operate as a waiver of any such right or in any manner prejudice Pindler & Pindler, Inc.'s rights against me/us. I/we agree that, in the event of any default at any time by Applicant, Pindler & Pindler, Inc. shall be entitled to look at me/us immediately for full payment without prior demand or notice.

_____ **20**_____

Signature **Date**

Maxwell
EXPRESSIONS IN FABRIC

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Account Application

925 B Boblett Street
Blaine, WA 98230

Tel: 800-663-1159
Fax: 800-663-6744

Sales Rep: SHOWROOM

For Office Use Only: Account #: _____ Terms: _____

Name of Company: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Fax #: _____

General Email: _____

Accounting Email: _____

Primary Contact: _____

Ship to Address (If different from Billing): _____

Federal Tax ID Number (FEIN):_____

Sales Tax / Resale Information[1] (please check applicable box and provide additional information as indicated)

☐ I/(we) have a resale number(s). I have enclosed a signed resale certificate.

☐ I/(we) do not have a resale number(s). Please include sales tax on my orders.

We hereby apply for credit and affirm financial responsibility, ability and willingness to pay invoices in accordance with published terms decided by the sole discretion of Maxwell Fabrics Inc. The above information is warranted to be true and complete. We hereby authorize you to verify and collect information on us, including but not limited to trade credit references, bank references, consumer and/or commercial credit reports. We personally guarantee to pay all invoices associated with this account. In the event that collection process becomes necessary due to non-payment, we agree to pay all collection costs and legal fees. We agree that all decisions with respect to the extension or continuation of credit shall be in the sole discretion of Maxwell Fabrics Inc.[2]

☐ I do not want terms. Please create my account as Proforma

Signature: _____

Print Name: _____

[1] Sales tax is based upon the "ship to" address. If you are shipping product out of the state in which you are registered ("home state"), we may be required to charge sales tax. If the product is being finished and shipped back into your home state, please let us know the final destination address and we can support not charging sales tax.

[2] Please be advised that Maxwell Fabrics Inc. does not extend terms of COD. Maxwell Fabrics Inc. does accept VISA, Mastercard, and American Express. We also accept check by fax/phone up to $5,000.

Please fax completed account application and resale documentation to 800-663-6744

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2-4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: Maxwell Fabrics

Address: 925 B Boblett Street, Blaine WA 98230

I certify that:
Name of Firm (Buyer): _____
Address: _____
_____
_____
_____
_____

is engaged as a registered
☒ Wholesaler
☐ Retailer
☐ Manufacturer
☐ Seller (California)
☐ Lessor (see notes on pages 2-4)
☐ Other (Specify)_____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service[1] to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: _____

General description of tangible property or taxable services to be purchased from the seller: FABRIC, WALLCOVERING

_____

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AL[1]	_____	MO[16]	_____
AR	_____	NE[17]	_____
AZ[2]	_____	NV	_____
CA[3]	_____	NJ	_____
CO[4]	_____	NM[4,18]	_____
CT[5]	_____	NC[19]	_____
DC[6]	_____	ND	_____
FL[7]		OH[20]	_____
GA[8]	_____	OK[21]	_____
HI[4,9]	_____	PA[22]	_____
ID	_____	RI[23]	_____
IL[4,10]	_____	SC	_____
IA	_____	SD[24]	_____
KS	_____	TN	_____
KY[11]	_____	TX[25]	_____
ME[12]	_____	UT	_____
MD[13]	_____	VT	_____
MI[14]	_____	WA[26]	_____
MN[15]	_____	WI[27]	_____

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature:_____
(Owner, Partner or Corporate Officer)

Title: _____

Date: _____

Terms and Disclaimers

QUOTES: Pricing quotes are good for 30 days.

ORDERS AND CANCELLATIONS: All orders to be procured will be submitted for your approval and signature. A 50% deposit is required to authorize the placement of any orders, while 100% deposit is required on all fabric-textile orders. Order balance is due when product ships. Product will be released for delivery when paid in full.

Orders cannot be changed or cancelled after they have been scheduled for shipment.

An upholstery order that has been "released" to production cannot be changed or cancelled. A "released' order means that all paperwork has been processed, all materials have been purchased and all planning has taken place to complete the item.

Where returns are available, Client will be responsible for re-stocking fee (advised by vendor) and shipping costs.

CLAIMS: Customers should carefully inspect all items at the time of delivery and note any obvious damage on the delivery receipt.

LEATHER DISCLAIMER: Leather is a natural product produced as a byproduct of animal hides (mostly cows, steer, and water buffalo). Due to the lifestyle of the animals, leather will always have natural markings such as brands, insect bites, scars, fat wrinkles, stretch marks, abrasions, and burns. These natural markings are not considered defects but rather are indications of true full top grain leather. Some natural markings may be less evident in leathers that have had the top grain altered via sanding processes and then covered up with pigments.

CFA: Due to color variation from fabric roll-to-roll and leather hide-to-hide a cutting for approval (CFA) is required where available. IF BUYER WAIVES CFA, THE GOODS ARE NOT RETURNABLE.

FURNITURE: Many wood and metal finishes are applied by hand and may vary in color, tone and character. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty. Furniture is handmade, and therefore is subject to slight variations.

Preferred Receiver/Installer

Labor rates per installer during regular business hours……$40.00

Labor rates for overtime hours per installer…… $60.00

Residential Services

(2) installers and a truck (white glove treatment) per hour……. $80.00
during regular business hours 7:30 am - 4:00 pm.

(2) installers and a truck (white glove treatment) per hour……. $120.00
over time hours after 4:00 pm

Monthly storage fees per bay (5'H x 9'W x 42"D)…… $75.00
After (2) weeks storage charges will incur if product has not been delivered

No charges will incur to receive and inspect product that
will be delivered and /or installed by Source One Installations.

Charges will incur to receive and inspect product for will call.

As requested pictures will be taken of all product that is received
and sent to you.

Receiving Manager
Andrew Crouch
Office - 801-972-6500
Cell - 801-870-8674
E-mail - acrouch@ccgslc.com

Operations Manager
C Jay Trujillo
Office - 801-972-6500
Cell - 801-560-1788
E-mail - cjtrujillo@ccgslc.com

Installation Manager
Eddi Morelos
Cell - 801-560-5519
E-mail - emorelos@ccgslc.com

Admin & Accounting Assistant
Kathy Loveday
Office - 801-972-6500
E-mail - kloveday@ccgslc.com

Warehouse Delivery Address
3139 South 1030 West
South Salt Lake City, UT 84119