

PopularDesign

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2821 Parkway Blvd. • West Valley City • UT • 84119

NEW CUSTOMER INQUIRY & APPLICATION FOR OPEN ACCOUNT

NAME/ADDRESS

DATE _____

Last:	First:	Middle Initial:	Title:
Legal Name of Business (hereinafter the "Business" or "Buyer"):		Tax I.D. Number:	DUNS Number:
Trade/DBA Name:		Website URL:	
Street Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Business Phone No:	Mobile No:	Fax No:	

COMPANY INFORMATION

Type of Business & Products(s):	In Business Since:	
Legal Form Under Which Business Operates: (Please Check One) <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Sole Proprietorship		
State of Incorporation or Registration of Partnership:	Date:	
Officer, Name & Title:	Officer, Name & Title:	
Officer, Name & Title:	Officer, Name & Title:	
Name of Person Responsible for Business Transactions:	Title:	
Phone No:	Fax No:	Email:
Accounts Payable Contact:	Invoicing Preference: <input type="checkbox"/> Email <input type="checkbox"/> Fax	
Phone No:	Fax No:	Email:
Customer is Willing to Provide the Following (Please Check One) <input type="checkbox"/> Corporate Guaranty <input type="checkbox"/> Personal Guaranty <input type="checkbox"/> Provide Bank Letter of Guaranty		

BANK REFERENCE

Bank Name:			
Contact Name:	Phone Number:		
Address:	City:	State:	Zip:
Account #:	Name on Account:		
The applicant hereby authorizes their bank to release information regarding their account to Popular Design Mill & Cabinet, Inc. (PDMAC). This information will be held in the strictest of confidence and used solely to establish and maintain available credit with PDMAC.			
_____	_____	_____	_____
Date	Signature of Applicant	Title	

REFERENCES

Company Name:	Contact Name:	
Address:	Fax No:	Phone NO:
Company Name:	Contact Name:	
Address:	Fax No:	Phone NO:
Company Name:	Contact Name:	
Address:	Fax No:	Phone NO:

TERMS AND CONDITIONS

- 1. **Offer and Acceptance** for valuable consideration in allowing our business to establish a 30 day open account Popular Design Mill & Cabinet Inc. ("Seller"). I/we hereby agree to abide by the following terms and conditions of your open account agreement.

The parties understand that nothing contained herein shall obligate Seller to extend credit to Buyer. Nevertheless, if Seller elects to extend credit to Buyer, Seller reserves the right, among other remedies, either to terminate this contract, to suspend further deliveries under it in the event Buyer fails to make any payment when same becomes due. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payment, satisfactory security and/or written guarantees may be required by Seller for future delivery and for good heretofore delivered.

- 2. **Payment-Title.** Buyer's payment obligation shall be paid in United States currency when due and shall not be subject to any right of offset. Payment shall be made by Buyer at the time of actual delivery of any and all goods delivered hereunder unless Seller's credit department has previously approved Buyer's Credit and agreed in writing to sell to Buyer on open account or otherwise. Sales on open accounts shall be paid within thirty (30) days after delivery of all or any part of such goods to Buyer unless otherwise agreed in writing. Buyer acknowledges that time is of the essence as to its payment obligation. Seller shall charge and Buyer agrees to pay Seller on Buyer's open account a Finance charge of 1 1/2 percent per month (annual percentage rate of 18% or as the law declares in that state) on any and all delinquent payments. Title to all property sold hereunder shall remain in Seller, until Buyer shall discharge all of its financial obligations to Seller pursuant to the terms of this contract or otherwise. Seller hereby retains a security interest in the goods sold hereunder, including any proceed thereof, until paid for in full by Buyer. Buyer agrees not to borrow against or pledge the goods without Seller's written consent. Buyer agrees to execute all documents reasonable required by Seller to carry out the intent of this provision. If Buyer shall be in Default hereunder, Seller shall have all rights and remedies under the Uniform Commercial Code as in effect, in the State of Utah and /or the State where the collaterals are being held, together with any lien rights or Construction Bonding Laws, provided under the laws of that State.
- 3. **Delivery.** All shipments of goods sold hereunder are sold F.O.B. factory or Seller's warehouse, unless otherwise agreed in writing. Buyer's exclusive remedy shall be for damages which shall not exceed the price of the goods and services provided hereunder, or at the election of Seller, the repair or replacement of such defective or damaged goods. In no event shall Seller be liable for incidental or consequential damages. COD'(s) or special shipping: Buyer agrees to pay upon demand and/or special instructions by seller, cash certified moneys upon acceptance of goods delivered to buyer or their agent.
- 4. **Warranty Limitation.** Seller warrants title to goods sold hereunder. Subject to the preceding sentence and except as otherwise expressly stated herein, Seller makes no representation or warranty of any kind, express or implied, as to merchantability, fitness for a particular purpose, or any other matter with respect to any goods or services, whether used or rendered alone or in combination with other goods or substances. Seller neither assumes nor authorizes any person or entity to assume for Seller or any person or entity acting in its behalf any other liability in connection with the sale or use of the goods sold hereunder and Buyer agrees that there are no oral agreements or warranties collateral to or effecting this contract. Seller shall not be liable for and Seller assumes no responsibility for any personal injury and property damage resulting from the handling, possession or use of the goods by Buyer or any third party. This provision shall not limit any warranty which may be available directly to Buyer from a manufacturer or other third party. Seller does not warrant that the purchase of use of the goods sold hereunder or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent.
- 5. **Changes and Cancellations.** The Seller must receive changes or cancellations within three (3) days of order date to be honored, otherwise Buyer will be billed accordingly. No discounts allowed for cash, freight, or postage. A charge of 25% for restocking will be made on all returned items. No merchandise may be returned to seller without its express written consent.
- 6. **Excuse of Performance.** Deliveries may be suspended by Seller in case of act of God or any cause beyond the control of Seller or Seller's suppliers.
- 7. **Risk of Loss.** All risk of loss, injury or other destruction of goods, regardless of cause, shall be upon Buyer at such time as the goods are identified to any sales contract.
- 8. **Miscellaneous.** This contract is to be construed according to the laws of the State of Utah and/or the State where collaterals are being held, and constitutes the full understanding of the parties. If Buyer is in default or breach hereunder, Buyer agrees to pay all costs involved in collecting amounts due Seller, including administrative, lien fees, court costs, and a reasonable attorney's fee. All payments by Buyer to Seller shall be made to Seller at their address in Salt Lake County, State of Utah.
- 9. If any part of this contract is finally declared invalid by court or tribunal, the remainder of this contract shall not be affected thereby. The parties who have executed this document represent and warrant that they are duly authorized to sign this document for and on behalf of the entity specified on this document.
- 10. **The release of credit information.** The information on this form is for the purpose of obtaining credit and is warranted to be true. I authorized the person or firm to whom this application is made, any credit bureau other investigative agency employed by such person, to investigate for references herein listed or statement or other data obtained for me from any other person pertaining to my credit and financial responsibility. The undersigned acknowledges having read and understood all of the terms and conditions.

Date	Authorized Signature	Title
Date	Authorized Signature	Title

UNCONDITIONAL CONTINUING PERSONAL GUARANTY

The undersigned Guarantor(s), in consideration of the Seller's furnishing or continuing to furnish goods or services to the customer(s) above described, hereby absolutely, unconditionally and personally guaranty to the seller the payment by customer(s) of all charges for goods or services for which customer(s) is now liable or may become liable during the continuation of the foregoing agreement, at any address for which customer(s) now or has ever requested goods or services or may request in the future.

The obligation assumed hereunder is unconditional and covers all existing and future indebtedness of the customer(s). This obligation shall be enforceable against guarantor(s) before or after Seller proceeds against the customer(s), and shall be effective regardless of the solvency of the customer(s) or any change in the nature, composition and location of the customer(s).

If this Unconditional Continuing Personal Guaranty is executed by more than one person, it is understood that each person shall be bound by all of the terms contained herein and shall be liable to the seller for payment of said indebtedness of the customer(s) precisely as if the total amount of the same had been contracted for and was due or owing by each person jointly and severally. Acceptance by the Seller of partial payment of any amount from one or more guarantors or other persons legally liable for payment of said indebtedness shall not constitute a release of any person jointly or severally liable for the payment of the account.

Guarantor(s) hereby waive(s) any notice relating to the status of this guaranty and hereby waive(s) any notice relating to the status of the customer(s) account, including increases in the amount of services provided to the customer(s). Guarantor(s) agree(s) that time for payment of the account guaranteed hereunder may be extended by the Seller without notice to Guarantor(s) and without prejudice to Seller's right to pursue its remedies under this guaranty. Guarantor(s) agree(s) to be liable and indebted for all costs of enforcement hereof or collection hereunder by Seller, including court costs and reasonable attorney's fees, if incurred by the Seller.

This guaranty shall extend to and bind the heirs, executors, administrators and assigns of each Guarantor hereto.

This Unconditional Continuing Personal Guaranty shall remain in full force and effect until five (5) days after receipt by seller of written notice from guarantor(s) of termination of this agreement, said notice to be addressed (by certified mail) to seller. Such termination shall not be effective as to charges for goods or services which have arisen during the term of the foregoing Agreement with customer(s), including such charges as shall have been incurred during the five (5) days after receipt of written notice of termination.

Guarantor(s) agree(s) that this Unconditional Continuing Personal Guaranty contains the complete and entire understanding between Seller and Guarantor(s) and that no employee of seller, except officers of seller, has authority to modify its terms.

The undersigned acknowledges having read and understood all of the terms and conditions of this Unconditional Continuing Personal Guaranty.

_____	_____	_____
Date	Authorized Signature	Title
_____	_____	_____
Date	Authorized Signature	Title