

ProMaster Floors, LLC. CUSTOMER ACCOUNT APPLICATION

BUSINESS CONTACT INFORMATION

Registered Legal Name of Business:

Operating Name (if different):

***** Please provide a copy of your articles of incorporation and/or business registration *****

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

Zip Code:

Date business commenced:

Sole proprietorship:

Partnership:

Corporation:

Other:

PRINCIPAL OWNER INFORMATION

Name:

Home Address:

City:

State:

Zip Code:

How long at current address?

Home phone:

Cell:

E-mail:

BANK INFORMATION

Bank name:

Bank address:

City:

Bank contact:

Phone:

E-mail:

Type of account:

Account number:

BUSINESS/TRADE REFERENCES

COMPANY 1 NAME :

Address:

Contact Name:

Phone:

Fax:

Type of account:

E-mail:

COMPANY 2 NAME:

Address:

Contact Name:

Phone:

Fax:

Type of account:

E-mail:

COMPANY 3 NAME:

Address:

Contact Name:

Phone:

Fax:

Type of account:

E-mail:

TERMS AND CONDITIONS

1. The Terms and Conditions set out on the reverse side of this page form an integral part of this Customer Account Application. By signing this Customer Account Application you acknowledge and agree to be bound by same.
2. By signing and submitting this Customer Account Application, you authorize ProMaster Floors, LLC. to contact and make inquiries into the banking and business/trade references that you have supplied, and to conduct an investigation into your credit history (which may include obtaining a credit history report from a credit bureau or similar organization.)

SIGNATURE

Corporate/Business Name: _____

Signature: _____

Print Name: _____

Title/Position: _____

ProMaster Floors, LLC.

CUSTOMER ACCOUNT APPLICATION TERMS AND CONDITIONS

1. These terms and conditions form an integral part of, and are binding on the signatories of, the Customer Credit Application.
2. ProMaster Floors, LLC. (hereinafter referred to as "PM") is hereby authorized to contact all references provided by the Customer and to enquire and/or investigate as to the Customer's credit history, which may include obtaining a credit history report and account information from financial institutions. The Customer agrees to abide by the terms and conditions of sale pertaining to the products the Customer purchases. The Customer will remit payment for products purchased from PM within the terms granted herein by PM and such payment shall be applied to the oldest accounts outstanding unless otherwise stipulated in writing.
3. Upon delivery or pick-up, the Customer understands that they are to count the total number of pieces received to make sure that this number corresponds with the total number of pieces at the bottom of the bill of lading. Claims for shortages cannot be made by the Customer unless the Customer signs PM's bill of lading and indicates the discrepancy in number and type of pieces, failing which the customer is deemed to have waived any claim for shortage. The Customer agrees to factor at least a 10% waste amount into all measurements to account for cutting and manufacturing imperfections.
4. The Customer shall be deemed to accept the quality and quantity of purchased products upon receipt of same, and the Customer acknowledges that PM shall not be responsible for products once installed, or for products that become damaged due to improper humidity conditions, either in storage or at the installation site.
5. The Customer understands that no returns for credit may be made without PM's prior inspection and written authorization. Returns for credit must be made in original packaging within 30 days of purchase, accompanied by the original invoice and transaction slip and shall be subject to a 15% restocking fee. Returns shall be for credit, not refund, and only full unopened boxes will be accepted by PM. The Customer agrees that moldings, trim pieces, stains and finishes are final sale items and may not be returned for credit. The Customer accepts that a 10% administration charge will be applied to the total amount on any cancelled orders, and orders may not be cancelled longer than thirty (30) days after placing same.
6. The Customer acknowledges that PM reserves the right to, at its sole discretion, revise prices, reduce payment terms, grant or revoke credit terms and/or limits, terminate this agreement, cancel accounts or orders, alter product features, or change product lines.
7. The Customer agrees that all invoices are due and payable on a "net 30 days" basis, and that interest will be charged by PM to the Customer's account at the rate of 18% per annum, calculated monthly (1 1/2% per month) if the Customer's balance becomes overdue. The customer further agrees to pay \$75.00 for each and every check that is returned or marked insufficient funds (N.S.F.) Where PM has granted credit terms to the Customer, the Customer further agrees not to allow the account balance to exceed the agreed upon credit limit, and shall immediately reduce said balance accordingly.
8. As continuing security for the payment of all present and future indebtedness and interest now or hereinafter owed by the Customer to PM and any costs, expenses, or charges incurred by PM, and for the observance and performance of all the Customer's other obligations to PM, the Customer hereby grants a security interest to PM in (a) all inventory, equipment, trade fixtures, book debts (including discounts, refunds or rebates arising from sales from PM) now owned or hereinafter acquired by the Customer from PM, or other sources introduced by PM and all proceeds arising therefrom and (b) all inventory, equipment, trade fixtures, book debts now owned or hereinafter acquired by the Customer and all proceeds arising therefrom, (hereinafter called the "Collateral") in whatever form arising from any transfer, sale or other dealing with the Collateral. In addition to

rights and powers available to PM under the Personal Property Security Act or at law or in equity, PM shall have the right to take possession of such Collateral wherever it may be located, and the Customer agrees to, upon request of PM to assemble and deliver possession of the Collateral, and PM shall be permitted to enter upon, use and occupy all premises owned or occupied by the Customer wherever Collateral may be situated and the Customer hereby irrevocably consents to same, which entry shall not be an act of trespass; and/or PM may take possession, collect, demand, sue or enforce, recover and receive and/or take action on such Collateral, and PM may sell, lease or otherwise dispose of such Collateral in such manner, at such time or times and place or places, for such consideration and upon such terms and conditions as PM may seem reasonable. The Customer agrees to pay all costs, charges and expenses incurred by PM including costs on a solicitor and their client basis in enforcing its security, taking custody of, preserving, processing, and preparing for disposition and disposing of Collateral or in collecting the indebtedness.

9. The Customer fully understands that PM shall retain title to the products delivered until the Customer pays all amounts owing in respect of such products.

10. If any change of status of the Customer or any other change to the information provided on PM's "Customer Agreement" occurs, which may affect the obligations of the Customer, the Customer undertakes to provide all such information forthwith to PM by registered mail. Notwithstanding such notices, the Customer acknowledges that the Customer shall remain liable for all indebtedness incurred regardless of this change of status unless PM specifically releases said parties in writing.

11. In consideration of PM selling goods to the Customer from time to time on credit terms and conditions specified herein and on PM's invoice/bill of lading, the Customer hereby agrees with PM to pay all invoices promptly in accordance with the credit terms established.