



4825 Croil Ave. Summerland, BC, Canada. V0H1Z9 778-531-7366

roger@luxuryvinynosings.com

Credit Application

The undersigned is applying for credit with Luxury Vinyl Nosings Ltd and agrees to abide by the terms and conditions of the Company's standard contract. Applicant information

(1) Applicant Information

Legal Name of Applicant _____

Trade Name _____

Address _____

(Street, City, Province,
Country and Postal Code)

(2) Contact Information

Mr. Ms. Contact Name _____

Title _____

Telephone _____

Fax _____

E-mail Address _____

Website _____

(3) Your Business

Legal Status: Incorporated __ Sole Proprietorship __ Partnership __ Other Please specify: _____

Place of Incorporation / Registration _____

Ownership / Parent Company _____

Nature of Business _____

Type of Business: Manufacturer __ Wholesaler __ Trading House __ Contractor __ Services __
Other Please specify: _____

Year Established _____ Number of Employees _____

Annual Sales _____

Brief description of type of products that you will purchase:

(4)Credit information

Amount of Credit Requested \$ _____

Have you or any of your affiliates ever had credit with us before or purchased from us before? Yes __ No __

If yes, under what name? _____

Name and title of persons authorized to act on your behalf: _____

(5)Banking Information

Name of Your Bank _____

Contact Name _____

Address _____

(Street, City, Province, Country and Postal Code)

Telephone _____

Fax _____

E-mail Address _____

(6) Trade References

Company Name _____

Contact Name _____

Address _____

(Street, City, Province, Country
and Postal Code)

Telephone _____

Fax _____

E-mail Address _____

Company Name _____

Contact Name _____

Address _____

(Street, City, Province, Country
and Postal Code)

Telephone _____

Fax _____

E-mail Address _____

Company Name _____

Contact Name _____

Address _____

(Street, City, Province, Country
and Postal Code

Telephone_____

Fax_____

E-mail Address_____

Contact Name:_____

Title:_____

TERMS AND CONDITIONS

ALL ORDERS WILL BE ON A PAID IN FULL ON DELIVERY BASIS

ORDERS

All orders are subject to acceptance by Luxury Vinyl Nosings Ltd (hereafter referred to as '[Luxury Vinyl Nosings Ltd] due to the high cost of processing orders; a minimum order of \$300.00 is required.

PRICES

Prices are subject to change without notice. **ORDERS WILL BE INVOICED AT PRICES PREVAILING AT TIME OF ORDER.** Prices are not guaranteed.

TERMS OF SALE

ALL ORDERS FROM LUXURY VINYLE NOSINGS LTD WILL BE ON A PAID IN FULL ON DELIVERY BASIS. Payment terms are calculated from invoice date. A service charge of 1.5% per month will be charged on all past due invoices. This is an annual percentage rate of 18%. If the Applicant fails to abide by the TERMS OF SALE contained herein, Luxury Vinyl Nosings Ltd reserves the right to discontinue and eliminate any price discounts or sales incentives offered to or in place with the Applicant, both retroactively and for future sales unless otherwise negotiated by the parties. Deductions from payments for any reason will not be allowed unless Luxury Vinyl Nosings Ltd has issued a credit memo. All incentive and credits issued by Luxury Vinyl Nosings Ltd are personal to the account holder and are not transferable or assignable. An account must employ qualified personnel who have been certified to properly service and fit the equipment (where necessary). Luxury Vinyl Nosings Ltd may refuse to ship any confirmed order in whole or in part for any reason it deems sufficient.

COSTS AND ATTORNEY FEES

Applicant will pay such costs, collection agency commissions, expenses and reasonable attorney fees (including without limitation, at trial and on appeal) as Luxury Vinyl Nosings Ltd may incur in any manner of collection of any sums past due.

BACK ORDERS

No deductions are allowed for freight or parcel post on back orders. We normally ship the bulk of your order at one time and back ordered merchandise will be shipped as soon as possible thereafter. All back orders are cancelled after two months unless otherwise instructed by the customer. That part shipments may be made and orders will be considered complete if the Supplier is unable to deliver the entire order. In such event, the Applicant waives its right to claim a reduction in price or cancellation of sale.

SHORTAGES

Luxury Vinyl Nosings Ltd is not liable or responsible for loss or damage in transit. Shipments should be carefully checked upon delivery for total carton count and condition. Any shortage or evidence of damage must be noted on carrier's delivery receipt and reported to the local carrier office. Discovery of shortages in unopened containers that can be attributed to picking/packaging errors must be reported within ten (10) days of receipt of merchandise.

DEFECTIVE MERCHANDISE

Return of merchandise considered to be defective must be pre-authorized by Luxury Vinyl Nosings Ltd. All such returns require a return authorization number and must be shipped prepaid by the dealer. Merchandise sold as close-outs or B-grades will not be accepted on a return. Authorized returns of merchandise considered to be defective will be subject to inspection by Luxury Vinyl Nosings Ltd. Product replacement to customers without authorization from Luxury Vinyl Nosings Ltd are done so at the dealer's own risk. Luxury Vinyl Nosings Ltd is not responsible for product that has been mistreated or worn out. We reserve the right to refuse credit or replacement in such cases.

AUTHORIZED RETURNS

All returns must be authorized in advance by Luxury Vinyl Nosings Ltd. Requests of such returns must be made within thirty (30) days of the invoice date. All returns require a return authorization number issued by Luxury Vinyl Nosings Ltd. All packages that do not bear these authorization numbers will be returned to the dealer or kept with no credit issued. Authorized returns will be assessed at 25% restocking charge and must be shipped to Luxury Vinyl Nosings Ltd prepaid by the dealer. An additional charge(s) will be assessed if product is not in saleable condition (e.g. Apparel un-bagged, product price tagged, other markings on product, etc.).

RESTRICTIONS ON SALES/PURCHASES/ASSIGNMENT:

Applicant will not (a) sell Luxury Vinyl Nosings Ltd products other than at retail to purchasers physically present at the store location(s) specified in this Application; (b) sell, transfer or assign its right as an authorized Luxury Vinyl Nosings Ltd dealer without the express written consent of Luxury Vinyl Nosings Ltd; (c) sell or otherwise transfer or transship Luxury Vinyl Nosings Ltd products to a retailer, e-tailer, distributor, trader, broker or agent; (d) directly or indirectly sell or offer to sell Luxury Vinyl Nosings Ltd products to any third party through any broker or agent; (e) purchase Luxury Vinyl Nosings Ltd products from any source other than Luxury Vinyl Nosings Ltd; (f) directly or indirectly sell or offer to sell Luxury Vinyl Nosings Ltd products on behalf of or for the account of any other party; or (g) solicit or take orders, or otherwise sell or offer to sell Luxury Vinyl Nosings Ltd] products (i) through the mail, (ii) by catalog, (iii) by telephone, or (iv) through any electronic means, including the World Wide Web, e-mail or other Internet channels. Applicant is permitted to advertise Luxury Vinyl

Nosings Ltd products through electronic media in order to create or enhance consumer awareness of product performance features and/or indicate the availability of Luxury Vinyl Nosings Ltd products in the physical store location(s) specified in this Application, provided Applicant complies with Luxury Vinyl Nosings Ltd policies and procedures regarding the use of Luxury Vinyl Nosings Ltd logos, trademarks, copyrights, and product and athlete images. Violation of these restrictions may result in the immediate termination of Applicant's account and all of Applicant's outstanding orders. If Applicant opens or acquires additional retail outlets, Applicant must submit to Luxury Vinyl Nosings Ltd a separate Application for each additional location. Luxury Vinyl Nosings Ltd approval of this Application does not guarantee Luxury Vinyl Nosings Ltd approval of any other outlet location. That, unless otherwise agreed to in writing Luxury Vinyl Nosings Ltd retains ownership (Security Interest) of all merchandise shipped until paid for in full by the Applicant. In the event of any dispute, the applicable law with respect to enforcement and interpretation in this and any other ensuing agreements entered between the applicant and Luxury Vinyl Nosings Ltd shall be the laws of the Province of British Columbia Canada Notwithstanding any statutory enactment to the contrary, we shall be considered as doing business in the Province of British Columbia. The applicant accepts this Credit Application and Agreement be written in the English language.

TERMS:

I, the undersigned, as an authorized officer of the company named hereon understand and agree to all of the above terms and conditions. I agree that all purchases will be paid according to the stated terms on the invoice, and further agree to pay a service charge of 1.5% per month (18% per annum) on all past due amounts. I hereby waive any right to limit the release and disclosure by Luxury Vinyl Nosings Ltd of its credit history, including but not limited to the Applicant's credit reports, to third parties with which Luxury Vinyl Nosings Ltd shares credit information. I also give my consent to Luxury Vinyl Nosings Ltd to obtain such credit reports or other information as they deem necessary for granting and monitoring credit risk as it pertains to this application.

Date: _____

Company Name: _____

Name: _____

Signed: _____