



7531 COLDWATER CANYON AVENUE NORTH HOLLYWOOD CALIFORNIA 91605 T) 818-503-8300

## CUSTOMER APPLICATION

We want to provide you with customer and sales service appropriate to your needs. In order to do so, we must understand what kind of customer you are. We ask, therefore, that you complete this Customer Application. Please understand that we cannot process your orders until we have evaluated your application. If you have any questions, please contact our Account Management Department at (800) 828-2500. Thank you for your cooperation.

COMPANY NAME \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 E-mail Address \_\_\_\_\_ Website Address \_\_\_\_\_  
 Dba \_\_\_\_\_ Dba \_\_\_\_\_

### Into what market do you sell your products?

\_\_\_\_\_ % Residential and Light Commercial (homeowners and small businesses)  
 \_\_\_\_\_ % Hospitality (hotels)  
 \_\_\_\_\_ % Commercial and Institutional (general contractors who sell to high-rise owners, schools, hospitals, etc.)

### What is your sales volume?

\_\_\_\_\_ Up to \$250,000  
 \_\_\_\_\_ \$250,000 to \$500,000  
 \_\_\_\_\_ \$500,000 to \$1,000,000  
 \_\_\_\_\_ \$1,000,000 plus

### What products do you sell?

\_\_\_\_\_ % Drapery workroom products such as draperies, panels, valances, fabric roman shades.  
 \_\_\_\_\_ % Natural woven shades (shades made of woven wood and grass-cloth type fabric).  
 \_\_\_\_\_ % Hard window coverings such as mini-blinds, vertical blinds, pleated shades, etc.  
 \_\_\_\_\_ % Solar window coverings (shades made of solar-screen fabrics).  
 \_\_\_\_\_ % Other products such as furniture, carpet, wall coverings, etc.

Do you carry fabric sample books for presentation purposes? YES \_\_\_\_\_ NO \_\_\_\_\_

Name three companies whose fabric samples you carry.

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Do you have professional installation capability available to you? YES \_\_\_\_\_ NO \_\_\_\_\_

What year was your business established? \_\_\_\_\_

How many employees do you have? \_\_\_\_\_

Your business is operated from? A commercial establishment \_\_\_\_\_ A home \_\_\_\_\_

**How do you classify your business?** Please check those that apply.

### RETAILERS

\_\_\_\_\_ **% Soft Window Covering Retailer:** An individual or company who sells drapery workroom products such as draperies, panels, valances, or fabric roman shades to the end user.

\_\_\_\_\_ **% Hard Window Covering Retailer:** An individual or company who sells hard window coverings such as mini-blinds, pleated shades, vertical blinds, and other Hunter-Douglas type products to the end user.

\_\_\_\_\_ **Other Retailer:** An individual or company who may sell window coverings to the end user, but whose *primary* product is something other than window coverings.

\_\_\_\_\_ **Designer:** An interior designer who sells window coverings to the end user.

### WHOLESALEERS

\_\_\_\_\_ **C.O.M. Workroom:** A business that fabricates draperies and other soft window coverings from its customers' fabrics. A workroom's 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:** An individual or company who sells installation services to resellers of our products.

\_\_\_\_\_ **Trade Reseller:** A person who buys window-coverings from a c.o.m. workroom, or a manufacturer, for resale to designers, who in turn resell them to the end user.

\_\_\_\_\_ **Fabricator:** A business that assembles hard window coverings for sale to individuals and companies who resell them to the end user.

### COMMERCIAL CONTRACTORS

\_\_\_\_\_ **Hospitality Contractor:** A workroom/contractor that sells primarily to hotels.

\_\_\_\_\_ **Contract Reseller:** A window-covering contractor who sells to general contractors, and end users.

### SPECIFIERS

\_\_\_\_\_ **Architectural Specifier:** An architect who specifies which products are to be used for projects on which he or his company are working.

\_\_\_\_\_ **Designer Specifier:** An interior designer who specifies which products are to be used for projects on which he or his company are working.

### OTHER

\_\_\_\_\_ **Teacher/Student:** A teacher or student in the interior design field.

\_\_\_\_\_ **End User:** The final purchaser of our products. The consumer.

\_\_\_\_\_ **Purchasing Company:** A company that purchases interior furnishings for hotels.

**CASTEC USE ONLY**

CUSTOMER EVALUATED BY

DATE

TERMS

CREDIT LIMIT \$

# CREDIT APPLICATION

If you wish to pay for your purchases with a company or personal check, we must have your banking information whether or not you request an open account. Your banking history must reflect 12 or more months of activity, unless you are a newly established business.

Your credit information must be submitted on our form. If you have additional information, please attach it to your completed application. Answer all questions, and be sure to sign the application. We will begin the verification process only after **all information** is received on our **signed application**.

**BUSINESS IS A:** \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

**OWNERS OR OFFICERS:** Street Address City State Zip Phone SS/Number \_\_\_\_\_

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## WINDOW-COVERING TRADE REFERENCES (minimum of three, no more than one fabric company)

COMPANY NAME Street Address City State Zip Phone Acct. No.

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## BANKING INFORMATION:

BANK NAME Street Address City State Zip Phone Acct. No.

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I hereby authorize the release of any information requested by CASTEC INC.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

## WE WISH TO DO BUSINESS ON THE FOLLOWING BASIS:

\_\_\_\_ Pro-Forma or \_\_\_\_ Net 30 or \_\_\_\_ Credit Card Green (Auto charge credit card upon order completion)

Credit Line Requested: \$ \_\_\_\_\_

## CALIFORNIA FIRMS MUST COMPLETE THIS SECTION OR PAY SALES TAX

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 CASTEC INC. 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*

**CASTEC USE ONLY**

CREDIT APPROVED BY

DATE

TERMS

CREDIT LIMIT \$

**TERMS AND CONDITIONS:** The undersigned agrees, as a condition of the extension of credit, to the following terms and conditions. CASTEC will not be bound by any terms on the Buyer's order form that are at 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, CASTEC, may "Bill and Hold" the order. However, payment is due in accordance with payment terms whether or not the order has been shipped. 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, CASTEC 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 CASTEC to have any liability to the Buyer.

**CANCELLATION:** All orders received by CASTEC from Buyer will be orders for custom-made product. As such, they may not be cancelled. In the event of a cancellation, CASTEC 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 180 days from the date of quotation. All pricing is F.O.B. CASTEC's manufacturing.

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

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

**SHIPPING DAMAGE 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 carrier, and file a timely claim. If Buyer should fail to do so, all recourse to CASTEC shall thereby be waived.

**WARRANTY:** CASTEC 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 5 years.

CASTEC'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 CASTEC. CASTEC 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 improperly used, or which has been used in an application that exceeds our specifications.
- e) 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 CASTEC 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 CASTEC 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 CASTEC product. CASTEC's liability to a third party shall be no greater than its liability to the Buyer.

**WAIVER:** The failure of CASTEC 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 CASTEC has to file suit to collect money due, Buyer agrees to the jurisdiction of the California courts.

**COLLECTION AND ATTORNEY'S FEES:** In the event of nonpayment, Buyer agrees to pay all costs of collection, including agency fees, court costs, attorney fees, etc. in an amount not less than 25% of the unpaid principal and interest.

**ARBITRATION:** In the event of a dispute, Buyer agrees that Castec 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 Castec'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 Applicant 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 CASTEC 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 \_\_\_\_\_