



A LOUISVILLE TILE COMPANY

APPLICATION FOR CREDIT:

NOTE: This form contains 5 pages. Please complete all sections.

Date: []
Legal Company Name: []
DBA or Trade Name: []
Tax ID #: []
Address: [] City: []
State: [] Zip Code: []
Company Telephone: [] Fax: []
**Billing Address (if different from above): []
City: [] State: [] Zip Code: []

Primary Contact Info:

Accounting Contact Info:

Name: []
Telephone: []
E-mail: []
Website Address: []

Credit Limit Requested: []

Company Information:

If in business for less than 2 years, please provide name and telephone number of previous employer or business:

Previous Employer:

Business Name: [] Contact Name: []
Telephone number: [] E-Mail: []

Please list all principals (officers, partners and proprietors):

1. Name [] Position: []
Home Address: [] City: []
State: [] Zip Code: []
Home Phone: []
2. Name [] Position: []
Home Address: [] City: []
State: [] Zip Code: []
Home Phone: []
3. Name [] Position: []
Home Address: [] City: []
State: [] Zip Code: []
Home Phone: []

Business Information:

Corporation Sole Proprietorship Partnership Other *Please Check One*

Has applicant or any principal partner, officer, or proprietor filed for bankruptcy in the last 10 years? Yes No

Does the applicant or any principal partner officer or proprietor have a material claim, suit, judgement or tax claim pending against him/ her? Yes No

Are there any liens presently registered against any company, inventory, property, or asset? Yes No

Date Business Commenced:

Type of Business:

Date of Incorporation:

Business Location is: Owned Leased *Please Check One*

Annual Sales: \$

Bank Information:

Principal Bank:

Branch Address:

Contact Name:

Fax Number:

Account Number:

Telephone Number:

E-mail Address:

Do you pledge accounts receivable or inventory as a security when you borrow? Yes No

Are accounts receivable currently pledged? Yes No

Trade References:

Please list all principals (officers, partners and proprietors):

- 1. Name: Contact Name:
 Account #:
 Address: City:
 State: Zip Code:
 Telephone: Fax:
- 2. Name: Contact Name:
 Account #:
 Address: City:
 State: Zip Code:
 Telephone: Fax:
- 3. Name: Contact Name:
 Account #:
 Address: City:
 State: Zip Code:
 Telephone: Fax:
- 4. Name: Contact Name:
 Account #:
 Address: City:
 State: Zip Code:
 Telephone: Fax:

NOTE: All accounts that remain inactive for a period of 18 months will be closed.

Agreement:

The undersigned, on behalf of the business entity described above, hereby applies to Louisville Tile Distributors, Inc./ Louisville Tile Distributors of Tennessee, Inc., for a credit account, and in so doing authorizes the release of any informatin pertaining to credit and financial responsibility from any bank, credit reporting agency, or credit grantor. The undersigned, on behalf of the business entity described above, agrees to maintain the account within the credit terms allowed by Louisville Tile Distributors, Inc./ Louisville Tile Distributors of Tennessee, Inc., as set forth in its Terms and Conditions of Sale and Invoices and also agrees to pay all collection and legal costs connected with the account should such action be necessary due to non-payment. it is also understood by the undersigned that credit privileges can be withdrawn by Louisville Tile Distributors, Inc./ Louisville Tile Distributors of Tennessee, Inc. at any time without prior notice.

I, the undersigned, declare that all of the preceding information provided by me in this credit application is accurate and truthful.

Name of Authorized Officer (print):

Title:

Signature: Date:

Terms and Conditions of Sales

1. **PAYMENT TERMS:** Net 30 days to firms that maintain an open account. Open account status will be discontinued when items are past due. Please pay from invoice. WE DO NOT SEND STATEMENTS.
2. **PRICES:** Because of current unstable conditions, we wish to stress that our prices are SUBJECT TO CHANGE WITHOUT NOTICE. We have been able to give notice in the past, but future price developments could make this impossible. All prices quoted are F.O.B. our warehouse, except where otherwise noted.
3. **CLAIMS:** It is the buyer's responsibility to inspect LOUISVILLE TILE DISTRIBUTOR'S material before installation, and if for any reason the material is regarded as unsatisfactory, LOUISVILLE TILE DISTRIBUTORS must be notified before installation is begun. No claims will be allowed after tile has been installed. No claims will be made on a second grade tile. No allowance will be made after tile is installed.

LOUISVILLE TILE DISTRIBUTORS will, at its option, either (1) provide substituted material (without allowance for installation), or (2) refund to buyer the purchase price of defective materials upon their return to LOUISVILLE TILE DISTRIBUTORS.

Materials may be returned to LOUISVILLE TILE DISTRIBUTORS at LOUISVILLE TILE'S expense only after inspection by LOUISVILLE TILE DISTRIBUTORS and after receipt by buyer of shipping instructions. LOUISVILLE TILE DISTRIBUTORS shall have no liability whatsoever for incidental or consequential damages resulting from breach of any applicable warranty or otherwise.
4. **SPECIAL ORDERS:** Please allow at least ten (10) working days for all Special Orders after an order is submitteed to City Sales unless otherwise notified. SPECIAL ORDERED PRODUCTS WILL BE BILLED OUT TO LOUISVILLE TILE CUSTOMERS AS SOON AS THEY ARE RECEIVED. PAYMENT IS DUE FROM DATE OF INVOICE IN ACCORDANCE TO OUR TERMS. SPECIAL ORDERED MATERIAL IS NON-RETURNABLE EXCEPT AS OUR SUPPLIER PERMITS, WHICH WILL INCLUDE RESTOCKING CHARGES, PREPAID FREIGHT, ETC. **All special order product must be picked up within one month of receipt into Louisville Tile.** If not, the customer could be responsible for restock fees and freight costs incurred by LTD to return the material.
5. **RETURNS:** Upon receipt of permission from LOUISVILLE TILE, stock items may be returned for credit within 10 days, subject to a re-handling charge of 15%. Tile must be in original cartons. Bagged setting materials are non-returnable. Tile that has been installed and removed, may not be returned.

Date:

Firm:

Accepted by:

CONTINUING GUARANTY

In consideration of the extension to:

Name of Company

(Debtor), by Louisville Tile Distributors, Inc. and/or Louisville Tile Distributors of Tennessee, Inc. (LTD), I/We, hereinafter called Guarantor (s), and hereby give this Continuing Guaranty to LTD of all Debtor's obligation to LTD, plus all interest, attorney's fees, costs of court and charges of whatsoever nature and kind, whether due or to become due, and whether now existing or hereafter arising in connection with such obligations (Obligations). It is expressly understood that this guaranty covers any debt or Debtor that may now be existing, or any renewals thereof, as well as any other or further indebtedness that may have been or be made, including renewals thereon, during the life of this guaranty, and I hereby bind and obligate myself, heirs and assigns, with said debtor, jointly and severally, for the payment of said indebtedness precisely as if the same had been contracted and was due or owing by me in person, hereby agreeing to, and binding myself, my heirs, and assigns, by all of the terms and conditions contained in any obligations and/or note(s) signed or to be signed by said debtor, making a party thereto. I agree to pay upon demand at any time to LTD, its transferees or assigns, the full amount of the Obligations plus interest, attorney's fees, costs of court, and charges, as above set forth, become subrogated in the event of payment in full by me to the claim of LTD, its transferees or assigns, together with whatever security it or they may hold against said Obligations. I authorize LTD without affecting my liability hereunder, from time to time, (a) renew, compromise, extend, accelerate or otherwise change the time for payment of, or otherwise change the terms of indebtedness of the Obligations of the Debtor or any part thereof, including increase or decrease of the rate of interest thereon; (b) take and hold security for the payment of this guaranty or the indebtedness guaranteed, and exchange, enforce, waive and release any such security; (c) apply such security and direct the order of sale thereof as LTD in its discretion may determine; and (d) the benefit of any statute of limitations affecting my liability hereunder or the enforcement thereof; and (e) presentment, notice of protest, notice of dishonor and notice of acceptance of this guaranty and of the existence, creation or incurring of new or additional indebtedness.

The Obligations hereunder are joint and several and independent of the obligation of the Debtor and a separate action or actions may be brought and prosecuted solely against me even if no action is brought against the Debtor provided however, demand must first be made on Debtor in writing prior to making demand (in writing) on Guarantor hereunder, and Guarantor shall have thirty (30) days thereafter to cure such default prior to LTD's enforcement of this Guaranty. Any indebtedness of the Debtor now or hereafter held by me is hereby subordinated to the indebtedness of the Debtor to LTD. Notice hereunder shall be given by certified mail, return receipt requested.

It is expressly agreed that this Continuing Guaranty is absolute and complete, and that acceptance and notice of acceptance thereof by LTD therefore unnecessary, and they are hereby expressly waived. The Continuing Guaranty shall continue in full force and effect until surrendered and delivered to the undersigned or until a revocation of said Continuing Guaranty signed by the undersigned and delivered to LTD. Surrender or revocation thereof shall not affect the obligation of the undersigned as to any indebtedness existing at the time of such surrender or revocation. Payment in full of the Obligations shall render this Guaranty unenforceable.

The undersigned also agrees to all the terms and conditions of the application agreement, including but not limited to those regarding venue.

CONTINUING GUARANTY (CONTINUED)

The Person (s) guaranteeing of payment for applicant's purchases as listed below are:

Name:					
Home Address:					
City:		State:		Zip:	
Home Phone Number:			Position:		

NOTE: Principal Corporate owners, all Partners or Individual Owners AND THEIR SPOUSES must sign the the Continuing Guaranty as a condition for the approval of credit. (If guarantor is "unmarried", please so state above "Guarantor Spouse's Name".)

In testimony thereof, I have hereunto signed my name on this day of , 20

Guarantor Name	Signature	Date	Spouse's Name	Signature	Date

Guarantor Name	Signature	Date	Spouse's Name	Signature	Date

Guarantor Name	Signature	Date	Spouse's Name	Signature	Date

Guarantor Name	Signature	Date	Spouse's Name	Signature	Date

Guarantor Name	Signature	Date	Spouse's Name	Signature	Date

Guarantor Name	Signature	Date	Spouse's Name	Signature	Date

Guarantor Name	Signature	Date	Spouse's Name	Signature	Date

Guarantor Name	Signature	Date	Spouse's Name	Signature	Date

FOR OFFICE USE ONLY:

BRANCH: _____
 PRICE CODE: _____
 SALESMAN #: _____
 CUSTOMER TYPE: _____

SHIP VIA: _____
 TRUCK ROUTE: _____
 STOP: _____
 DELIVERY CHARGE: _____