

## Thank you for your interest in obtaining a line of credit with RW Supply and Design, LLC ("RWSD").

Attached is our application packet. Please complete, sign (or have an authorized representative of your business sign if you're not so authorized) the one-page Credit Application, the Individual Personal Guarantee, if applicable, and the Terms and Conditions. To clarify:

- If your business is a corporation, limited liability company or otherwise organized under state law as a separate, legally recognized organization or entity, please complete sign and return the Credit Application and the Terms and Conditions; and
- If you're doing business as a sole proprietorship or partnership, please also complete, sign and return the Individual Personal Guarantee.

Please fill out the forms as completely as possible to expedite processing and return via scan and email attachment, fax, U.S. Mail, FedEx, or UPS. Our address:

RW Supply and Design, LLC Attn: Credit Dept - Cheryl 1054 Chestnut Bend West Plains, MO 65775 ar@rwbrands.com

You may also complete these forms online at: <a href="https://rwsupply.com/apply">https://rwsupply.com/apply</a>

If applicable, please include your tax-exempt CERTIFICATE (not permit) with the application. If you have not received confirmation that your application has been received within 48 business hours of submission or if you have any questions about the credit application process or its status, please feel free to contact me by phone at 417-256-6559 or any of the means listed above.

We look forward to building a strong, mutually beneficial business relationship.

Sincerely yours,

Cheryl Murphy - Credit Specialist (Enclosures)



## **CREDIT APPLICATION**

		RW Supp	oly+Design Sa	ales Rep:		
Business Name:		dba:	dba:			
Billing Street Address:		City/Stat	City/State/Zip:			
Shipping Street Address:		City/Stat	City/State/Zip:			
Telephone:						
Invoicing Preference: Mail			☐ Invoice Email Address:			
Credit Amount Requested: \$5,000 \$10,000			\$20,000 \$50,000 Other:			
BUSINESS INFORMATION						
Type of Business:			Date I	Business Starte	ed:	
Federal Tax ID:		Sales Tax Exempt	# (Include Certifica	te w/ Application):		
Branch Locations:			osidiary/Divis			
Business is a: Corporation	Limited Lia	bility Company (Li		of Incorporation	/Organization:	
☐ Proprietorship	 ☐ Partnership					
PURCHASING CONTACT: Name:	·	Phone:		Email:		
PAYABLES CONTACT: Name:		Phone:	Phone: Email:			
Has your business changed locat	ion or ownership	o in the last 3 years	s? No	Yes, details		
OWNER / CEO / PRESIDENT						
Name:	Title:	DC	DB:	SSN:		
Home Street Address:	1100.	City/State/Zip:	<u>, , , , , , , , , , , , , , , , , , , </u>	Phone	a·	
Tiorne Street Address.		City/State/Zip.		1 11011		
TRADE REFERENCES 4 Referen						
TRADE REFERENCES 4 Referen	nces needed. Please ACCT #	e include as much in: CONTACT	formation as p		te processing.  EMAIL	
BUSINESS					EMAIL	
BUSINESS  BANK REFERENCE		CONTACT			EMAIL	
BANK REFERENCE Bank Name:		Branch:			EMAIL	
BUSINESS  BANK REFERENCE  Bank Name:  Street Address:	ACCT #	Branch: City/State/Zip: Phone: redit and is warranted to all responsibility. As a fur to obtain a consumer rep	phone  o be true. I hereby ther inducement	Accou	EMAIL  Int #:  Oly and Design, LLC ("RWSD"), to foredit and to assist RWSD in its	
BANK REFERENCE Bank Name: Street Address: Officer's Name: The information contained herein is for the pinvestigate the references listed pertaining to decision whether to extend credit to the busin	ourpose of obtaining of our credit and financiness, I also authorize it to provide the requested re	Branch: City/State/Zip: Phone: redit and is warranted to all responsibility. As a fur to obtain a consumer rep	o be true. I hereb ther inducement ort not only on th	Accou	EMAIL  Int #:  Oly and Design, LLC ("RWSD"), to foredit and to assist RWSD in its	
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BUSINESS  BANK REFERENCE Bank Name: Street Address: Officer's Name:  The information contained herein is for the pinvestigate the references listed pertaining to decision whether to extend credit to the busin reporting agency, and authorize Experian to possible signature  Signature  An experience of the properties of the pinvestigate the references listed pertaining to decision whether to extend credit to the busin reporting agency, and authorize Experian to properties of the	ourpose of obtaining control of the provide the requested respectively.  Printe electronic or fax signer.	Branch: City/State/Zip: Phone: redit and is warranted to all responsibility. As a fur to obtain a consumer report.  red Name gnature is effective Certificate, if applicable	phone  be true. I hereby ther inducement fort not only on the  Compo	Email:  y authorize RW Supplement of the Supplem	EMAIL  Int #:  Day and Design, LLC ("RWSD"), to fredit and to assist RWSD in its name from Experian, a consumer  Date  application to:	



## **INDIVIDUAL PERSONAL GUARANTEE**

		Da	ate:		
I/we, Street Address:		, residing at the following address:			
City:		State:	Zip:		
	eration of your extension of credit at my/our reques			ne "Company"):  Of which I/we am	
amount owed by guaranty and inde and consent to ar enforce this guara suit on this guara	the to RW Supply and Design, LLC. ("RWSD") the pay the Company to RWSD and not paid when due. It is usennity for such indebtedness of the Company. I/we say modification or renewal of the credit agreement hantee, I/we agree to pay the ensuing costs, including intee shall be the Circuit Court of Howell County Misthis personal guarantee the following personal identification.	understood that this guard do hereby waive notice of ereby guaranteed. If the s reasonable attorney fees. souri under the applicable	anty shall be a continuing default, non-payment services of an attorney and I/we consent/agree that e Missouri law.	ing and irrevocable and notice thereof are necessary to at the venue for any	
Print Name: Signature: Phone:		Spouse – Print Name: Signature: Phone:			
Witnessed by: Signature: Phone:					

An electronic or fax signature is effective as an original signature.



## **TERMS & CONDITIONS OF SALE**

Any sale of flooring and/or related products ("Goods") by RW Supply and Design ("RWSD") to Buyer is made on the express condition that Buyer agrees to the following terms and conditions, whether they're different or additional to any terms and conditions proposed by Buyer.

- 1. **Deliveries.** Unless otherwise specified on the sales order acknowledgement, the following applies: (a) the Goods will be delivered FOB place of shipment; (b) shipment will be made by the method or carrier deemed most feasible by RWSD; (c) freight will be charged on all shipments. Freight charges are based on rates prevailing at the time of shipment (Rates may increase or decrease between the time of the sales order acknowledgement and the time of shipment).
- 2. **Visible damage or shortage.** The quantity and condition of the Goods should be checked at the time the shipment arrives at the destination. Damaged shipments should not be refused as this would result in additional freight charges (back to the point of origin). <u>Damage to the Goods resulting from transportation or shortages should be noted on the bill of lading or the delivery receipt by the consignee and the signature of the delivering carrier's driver <u>obtained thereon acknowledging the damage or shortage</u>. All damage or shortage claims are to be promptly reported to RWSD which will assist Buyer in promptly filing their claim with the carrier. <u>Later reports of visible damage or shortage may not be honored by the carrier.</u></u>
  - 3. **Special orders.** Special orders may be subject to a non-refundable deposit.
  - 4. **Returns.** All returns must be approved in advance and in writing by RWSD.
- 5. **Payment terms.** Unless specified otherwise on the invoice, <u>payment is due 30 days from the date of invoice.</u> Payments are accepted by cash, ACH, wire, debit card, credit card (American Express, Discover, MasterCard, or Visa), or check (RWSD may suspend shipment until check has cleared the bank) mailed to 1054 Chestnut Bend, West Plains, MO 65775. Credit card payments are subject to a 2% processing fee. There is no fee for debit card, cash, check, or ACH payments.
- 6. **Discounts.** Cash discounts may be offered on Goods as an incentive for early payment. To qualify, payment must be received or postmarked by the discount date specified in the invoice. <u>Cash discounts may not apply to purchases with a credit card. They do not apply to freight charges.</u>
- 7. **Finance charge.** A finance charge may be assessed on any past due balances at a rate of 1.5% per month (18% per annum) or the maximum allowable by law, whichever is lower. Accounts with a past due balance or in excess of RWSD's credit limit may not be shipped additional Goods until satisfactory arrangements have been made with RWSD's credit department.
- 8. **Taxes and freight charges.** In addition to the agreed price for the Goods, Buyer will pay/reimburse RWSD for the amount of any taxes (e.g., sales, use, excise or similar tax) relating to the sale of the Goods and any freight charges (e.g., detention, residential delivery, lift gate, stop-over, lot loading, demurrage or similar charges relating to the transportation or storage of the Goods), which RWSD may be obligated to pay initially.
- 9. **Credit limits and adjustments.** Credit limits are based on RWSD's review/investigation of Buyer's application, financial statements, references, and/or other relevant information. Credit limits may be adjusted based on subsequent payment record or other relevant financial information. Failure to make payments within terms may cause Buyer's credit limits to be reduced, suspended, or cancelled and the balance of the account to be immediately payable. Buyer recognizes and agrees that RWSD may report the status of delinquent accounts to established credit bureaus.
- 10. **Collection expenses, governing law, and venue.** If Buyer's delinquent account is placed for collection, Buyer agrees to pay all costs of collection, including reasonable attorney fees. This entire agreement shall be deemed to have been made in Missouri and be governed by the applicable Missouri law. The venue for any litigation between the parties shall be the Circuit Court of Howell County, Missouri.
- 11. **EXCLUSION/DISCLAIMER** of warranties. For its **branded** products only, including, for example, RW Supply and Design, Portercraft, Real Wood Floors, and FloorMade, RWSD issues limited, written warranties. **RWSD PROVIDES NO OTHER WARRANTIES** for Goods sold, **WHETHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** This disclaimer does not affect any other manufacturer's warranties concerning goods being resold by RWSD.
- 12. Buyer's Exclusive Remedies. Any claim of Buyer against RWSD relating to the Goods, at a maximum, shall not exceed and be limited to RWSD's obligation to furnish conforming Goods of the kind and quantity that Buyer ordered, or at RWSD's option, refunding to Buyer the purchase price of those Goods that are non-conforming. Buyer agrees that RWSD SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS.
- 13. **Entire agreement, modification, severability.** This document is a complete and exclusive statement of the terms and conditions applicable to RWSD's sale of Goods to Buyer. No modification of these shall be effective unless in writing and signed by an authorized agent of RWSD. If any part of these terms and conditions is found invalid by a court, the parties agree that the remainder of the agreement shall remain enforceable.

  For the purpose of obtaining Goods on credit from RWSD, on behalf of Buyer, the undersigned agrees to the above credit policy/terms and conditions

For the purpose of obtaining Goods on credit from RWSD, on behalf of Buyer, the undersigned agrees to the above credit policy/terms and conditions regarding all purchases that Buyer makes from RWSD.

Signature:	Date:	
Print Name:	Print Title:	