



Issue: October
Date: 2014

US-Cr-D-001-A

Godfrey Hirst USA Inc
7629 Adairsville Hwy, P.O. Box 849
Adairsville, GA 30103

Tel: (678) 461 7545 / (800) 480 7134
Fax: (678) 461 7548 / (800) 480 7135
Email: northamerica.customerservice@godfreyhirst.com

Application for CBD Business Account

Business/Account Name:					
Full Business <u>Legal</u> Name:					
Physical Street Address:					
Physical City:		State:		Zip:	
Billing Address:					
County of physical location:					
Billing City:		State:		Zip:	
Billing State's Sales Tax Exemption Number:				For USA only: Copy of exemption certificate required to be setup as tax exempt for carpet purchases. All displays and samples are taxable.	
General Business Phone:				Fax:	
Website:					
Credit Required:	\$ CBD REQUESTED per month		PO Required? <input type="checkbox"/> Y <input type="checkbox"/> N		
Buying Group Affiliation:					

Departmental Contact Information: In an effort to serve you better and to go paperless, we are collecting contact information to send correspondences for the various areas of your business.

Contact Type	Contact Email Address	Contact Person's Name (if a specific person)	Phone
Sales Order Confirmations			
Sales & Marketing Info.			
Price Lists			
Invoices			
Statements			
Accounts Payable			
Claims			
Owner/Primary Manager			

Business Details: Sole Proprietor Partnership Corporation (Non-Public) Corporation (Public)
 Limited Liability Company Government Trust Other

Nature of Business		Year Started:		Yrs Operated by applicant:	
FIN (USA) (attach W9)		Business Number (Canada)			
Ever owned another carpet retailer business <input type="checkbox"/> yes <input type="checkbox"/> no		If yes, name of business			

Attached Documents:
 Copy of Sales Tax Exemption Certificate (Must be attached for each state listed.) Completed W9 form

Bank Reference:

Bank:		Branch:	
Address:			
City:		State:	
Contact:		Phone:	
Bank Routing Number:		Bank Account Number:	

For Godfrey Hirst Use Only: Salesperson's Name:

Regional's Name:

Mark Applicable:	01L		02D		03G		04W	
Mark All Applicable Products:	WL	EL	JS	SN	PL	IN	ET	

Product Key: WL= WOOL, EL=EASY LIVING, JS= JUST SHORN, SN= SUPER NATURAL, PL= PRIVATE LABEL, IN= INVENTORY, ET= EASY LIVING TOO



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Ownership Details – To be completed for all officers, directors, managers, partners, members and owners: (Please attach page if insufficient space.)

1. Full name:				Position:	
Residential Address:				Private Ph.:	
Residential City:	Residential State:		Postal Code:		
Years at Address:	Ownership %		SS #:		
2. Full name:				Position:	
Residential Address:				Private Ph.:	
Residential City:	Residential State:		Postal Code:		
Years at Address:	Ownership %		SS #:		
3. Full name:				Position:	
Residential Address:				Private Ph.:	
Residential City:	Residential State:		Postal Code:		
Years at Address:	Ownership %		SS #:		

Primary Delivery Address Information: (Please use Additional Delivery Address Information page if you have additional ship-to addresses.)

Delivery Address:					
Delivery City:		State:		Zip:	
Delivery Address Phone:				Fax:	
Delivery State's Sales Tax Exemption Number:				For USA only: Copy of exemption certificate required to be setup as tax exempt for carpet purchases. All displays and samples are taxable.	
Preferred Freight Company:	<input type="checkbox"/> Carrier will bill customer directly <input type="checkbox"/> Third Party <input type="checkbox"/> GH will bill customer				

Additional Delivery Address Information: Complete only if you have additional delivery addresses different from the primary delivery address above.

#_ Delivery/Mailing Address:					
Delivery City:		State:		Zip:	
Delivery Address Phone:				Fax:	
Delivery State's Sales Tax Exemption Number:				For USA only: Copy of exemption certificate required to be setup as tax exempt for carpet purchases. All displays and samples are taxable.	
Preferred Freight Company:	<input type="checkbox"/> Carrier will bill customer directly <input type="checkbox"/> Third Party <input type="checkbox"/> GH will bill customer				

#_ Delivery/Mailing Address:					
Delivery City:		State:		Zip:	
Delivery Address Phone:				Fax:	
Delivery State's Sales Tax Exemption Number:				For USA only: Copy of exemption certificate required to be setup as tax exempt for carpet purchases. All displays and samples are taxable.	
Preferred Freight Company:	<input type="checkbox"/> Carrier will bill customer directly <input type="checkbox"/> Third Party <input type="checkbox"/> GH will bill customer				

#_ Delivery/Mailing Address:					
Delivery City:		State:		Zip:	
Delivery Address Phone:				Fax:	
Delivery State's Sales Tax Exemption Number:				For USA only: Copy of exemption certificate required to be setup as tax exempt for carpet purchases. All displays and samples are taxable.	
Preferred Freight Company:	<input type="checkbox"/> Carrier will bill customer directly <input type="checkbox"/> Third Party <input type="checkbox"/> GH will bill customer				



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Terms for Business Account

This Application for Business Account (including all enclosed and/or attached forms, documents, information, schedules, exhibits, or similar documents) (this "Application") is made by the undersigned (the "Applicant") so that the Applicant may, upon approval, open a business account (the "Account") with Godfrey Hirst Australia Pty Ltd or its affiliates ("Godfrey Hirst"). This Application is made in consideration of Godfrey Hirst providing or continuing to provide goods and/or materials to the Applicant and for other good and valuable consideration. The Applicant hereby acknowledges and agrees as follows:

1. The Applicant has read and accepted the Godfrey Hirst Privacy Statement for Customers.
2. Godfrey Hirst is authorized to make whatever inquiries it deems necessary in connection with this Application or in the course of review or collection of any credit extended in reliance on this Application, including without limitation, contacting, investigating, and obtaining information and reports from any bank reference, business/industry reference, accountant, financial institution, trade reference, credit reporting agency, or any other business or individual with knowledge of Applicant's creditworthiness (collectively, the "References") about the Applicant and/or its officers, directors, partners, managers, members and owners (the "Applicant Parties").
3. The Applicant shall instruct the References to cooperate fully in disclosing information to Godfrey Hirst about the Applicant Parties for the purpose of determining the Applicant's creditworthiness.
4. Godfrey Hirst is permitted to provide any information gathered from this Application, from the References, or from any transaction on this Account to any credit reporting agency.
5. Once this Application is submitted to Godfrey Hirst, it shall become the exclusive property of Godfrey Hirst, regardless of whether or not it is approved.
6. The Applicant shall observe and be bound by the Godfrey Hirst terms and conditions of sale of goods (as modified from time to time) (the "Terms"), and agrees to pay all amounts owed pursuant to the Terms.
7. Godfrey Hirst may terminate the Account at any time for any reason.
8. If the Account is terminated or denied for any reason, the Applicant shall remain obligated to pay all amounts owed in accordance with the Terms.
9. The Applicant represents and warrants that the Applicant is solvent and has the financial ability to pay when due all amounts owed to Godfrey Hirst.
10. The Applicant represents and warrants that all information contained within this Application, or otherwise supplied by the Applicant to Godfrey Hirst in connection with this Application, is complete, accurate, true and correct.
11. The Applicant represents and warrants that the individual signing below has the authority to bind the Applicant to the terms of this Application.
12. The Applicant agrees to hold harmless and indemnify Godfrey Hirst against any claims and losses arising from (i) the Applicant's failure to satisfy any of its obligations under the Terms, under this Application, or under any other agreement between the Applicant and Godfrey Hirst; (ii) any misrepresentations made by the Applicant under this Application; and/or (iii) from the obligations described in item (i) above being or becoming unenforceable.
13. Godfrey Hirst may require that some or all of the Applicant's officers, directors, partners, managers, members or owners execute a personal guaranty in favor of Godfrey Hirst to guaranty all obligations owed by Applicant to Godfrey Hirst.
14. Godfrey Hirst may require that the Applicant allow Godfrey Hirst to take and maintain a first priority security interest in the goods and materials provided to the Applicant on Account and/or other assets of the Applicant. In such event, the Applicant agrees to execute and deliver to Godfrey Hirst a security agreement, in a form satisfactory to Godfrey Hirst, that provides Godfrey Hirst with a first priority security interest and lien on all or a portion of the Applicant's assets, and Godfrey Hirst shall be authorized to file all applicable financing statements or other applications, notices, or other registration documents in any jurisdiction or office, and to take any other actions that Godfrey Hirst believes are required to ensure that such security interest and liens attach and are perfected.
15. This Application shall be governed by and construed according to the laws of the United States and the laws of the State of Georgia, and shall be binding on and shall inure to the benefit of the parties hereto and each of their respective successors and permitted assigns.
16. IF ANY ACTION OR PROCEEDING INVOLVING THIS APPLICATION IS COMMENCED IN ANY COURT OF COMPETENT JURISDICTION, THE APPLICANT AND GODFREY HIRST HEREBY WAIVE THEIR RIGHTS TO DEMAND A JURY TRIAL.
17. An invalidity or unenforceability of a portion of this Application will not affect the validity or enforceability of the remainder hereof.
18. This Application shall become effective upon Godfrey Hirst's approval, which shall be at Godfrey Hirst's sole discretion subject to applicable law.
19. **NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580. If Applicant's Application for business credit is denied, Applicant may have a right to a written statement of the specific reasons for the denial. To obtain the statement, please send a written request within 60 days of the date you are notified of the denial to: Godfrey Hirst (USA), Inc., 7629 Adairsville Hwy, PO Box 849, Adairsville, GA 30103. Godfrey Hirst will send the Applicant a written statement of reasons for the denial within 30 days of receiving the written request for the statement.

This Application is hereby submitted to Godfrey Hirst by the Applicant on the date appearing beneath the Applicant's name.

Company Name:		<p>←←←</p> <p>This section must be signed and dated or the application cannot be processed.</p>
Signature:		
Print Name:		
Title:		
Date:		