

Graber Direct Credit Application Instructions

Please read carefully and follow instructions below.

Fax or e-mail this completed form along with your completed Credit Application, Terms and State Resale to:

E-mail: Jamie.Marsh@springswindowfashions.com or Fax #: 877-286-4278

Please complete if applicable

Buying Group or Corporate Affiliation:	Leading Edge Designer Alliance
Member / Location / Store Number:	
Previous Graber Account Number:	

1. **Credit Application - Complete page 1**

PROFILE section must be completed with the following:

- Legal Name of Business
- Complete address
- Accounts Payable Contact – if other than Principal

OWNERSHIP section:

- First and last name of Principal (Owner or person authorized to sign Terms and Conditions)

BANK and TRADE REFERENCES:

- Trade reference information should include both fax and phone contact information.
- If requesting proforma or credit card only, please advise in the Requested Terms box in the top right corner. CC# information will be entered by you on your graberdirect.com profile once account is established. Log in instructions will be provided.

2. **Terms and Conditions – Complete, SIGN & Date page 2**

- **Physical signature by Principal** - application WILL NOT be processed without this completed form. We do NOT accept electronic signatures.

3. **Personal Guaranty – Complete, SIGN & Date page 3**

- **Physical signature by Principal** - We do NOT accept electronic signatures.

4. Complete the **State Resale Tax Exemption Certificate provided** (or required government form)

5. Please **Check one (1)** of the following:

- Exclusively shop @ home** – your company name, city, state, zip and phone number will appear on the Graber Dealer Locator at www.graberblinds.com
- Storefront or show room** – your company name, street address, city, state, zip and phone number will appear on the Graber Dealer Locator at www.graberblinds.com
- Exclude from Dealer Locator**- your company information will be omitted from the Dealer Locator

6. **For orders, please check ALL that apply:**

- Faxed order confirmations (Order confirmations can be faxed only)
- Emailed – Check all the apply
 - order acknowledgements (Order acknowledgements can be emailed only)
 - time sensitive notices
 - material hold notices
 - ship notices

Invoices – please choose fax OR email

- fax
- email

Please list your company's Order Contact :

First/last Name:
Phone:
Email:

You will receive confirmation of your account number via the email address provided on the credit application. Please allow 24 – 48 hours for verification.

CREDIT APPLICATION

Should we charge you sales tax? Yes No. If "No" Please return a resale tax exemption certificate with this application. We must legally charge you sales tax until we have received a copy of your certificate.

Date	Sales Rep Name	Requested Credit Line	Requested Terms
PROFILE			
Legal Name of Business		Trade Style / DBA	
Billing Address	City	State/Province	Zip Code / Postal Code
Shipping Address	City	State/Province	Zip Code / Postal Code
Phone	Fax	Email	
Years Established	Years Under Present Management	Number of Employees	Own/Rent Premises
Annual Profit	Net Profit	Net Worth	Annual Anticipated SWF Purchases
Accounts Payable Contact		Phone Number	
Fax Number		Email Address	
OWNERSHIP			
Proprietorship	Partnership	Corporation	Other (Specify)
Div. or Sub. of:		City	State/Province
Name of Principal		Title	
Phone / Fax #		Email	
Name of Principal		Title	
Phone / Fax #		Email	
Name of Principal		Title	
Phone / Fax #		Email	
BANK REFERENCE			
Bank Name		Account #	
Address			
Phone / Fax #		Loan Officer	
TRADE REFERENCES			
1. Business Name		Account #	
Address			
Phone Number		Fax Number	
2. Business Name		Account #	
Address			
Phone Number		Fax Number	
3. Business Name		Account #	
Address			
Phone Number		Fax Number	
PLEASE SUBMIT THE MOST RECENT YEAR END AUDITED FINANCIAL STATEMENT WITH THIS APPLICATION			

TERMS AND CONDITIONS

By submitting the Credit Application attached hereto (the "Application") and signing below, the undersigned ("Buyer") agrees to be bound by all of the terms, provisions, representations, warranties and conditions contained in these Terms and Conditions (this "Agreement") at all times while credit is extended by Springs Window Fashions, LLC (the "Company") to Buyer hereunder. It is understood and agreed that the Company has the right to accept or reject the Application and this Agreement in its sole and absolute discretion. The Application shall be deemed accepted, and this Agreement shall become effective, upon the date of the Company's first credit transaction with Buyer and shall remain in effect until terminated by the Company.

1. The Company may extend credit hereunder to Buyer on such terms (including, without limitation, terms governing timing of repayment, interest rates and credit limits) as the Company may determine from time to time in its sole discretion, and Buyer agrees to comply with all such terms. The Company reserves the right to at any time (a) modify such terms for any credit transactions occurring after the Company's notification of Buyer of such modification(s), and (b) terminate this Agreement, at which time any amounts outstanding hereunder, along with all accrued but unpaid interest hereunder, shall become immediately due and payable without presentment, demand, protest or notice of any kind. The Company shall have no obligation to credit or remit payment to Buyer in respect of any applicable rebates or allowances until all obligations of Buyer to the Company hereunder are paid or otherwise satisfied.
2. Buyer hereby grants the Company permission to review such information or documents as the Company may request from the businesses and financial institutions specified on this Application, and others that the Company may become aware of during the credit review process and from time to time, for the purpose of verifying the information set forth by Buyer on this Application.
3. Buyer represents and warrants to the Company as follows: (a) If Buyer is an entity, then Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to submit the Application, to enter into this Agreement, and to incur indebtedness to the Company under the terms herein set forth; (b) This Agreement has been duly and validly executed and delivered by Buyer and constitutes the valid and legally binding obligation of Buyer enforceable in accordance with its terms; (c) The execution and delivery of this Agreement by Buyer will not result in a breach of or constitute a default under any agreement, instrument or obligation to which Buyer is a party, nor will the execution and delivery of this Agreement violate any order or decree of any court, administrative agency or governmental body or require the approval of any governmental body, agency or authority; (d) Buyer is not bankrupt or insolvent, nor is Buyer a party to any pending or threatened bankruptcy or insolvency or similar proceeding; (e) The information set forth in the Application is true and accurate in all material respects; (f) Buyer has timely filed or caused to be filed all tax returns and reports required to have been filed and has paid or caused to be paid all taxes required to have been paid by Buyer; (g) Buyer will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; (h) the audited financial statements submitted with the Application present fairly, in all material respects, the financial position and results of operations and cash flows of Buyer and its subsidiaries as of such dates and for such periods; and (i) Each of the foregoing representations and warranties shall be true as of the date of each credit transaction hereunder. Buyer agrees to promptly inform the Company from time to time of any material adverse changes to its financial position and results of operations and cash flows, and of any facts or circumstances that would be reasonably likely to cause any of the representations or warranties set forth above to be inaccurate in any material respect.
4. To secure repayment of any indebtedness incurred by Buyer hereunder, Buyer grants to the Company a security interest in all products, components, materials or supplies sold or otherwise furnished to Buyer by the Company, and the proceeds of all resales thereof, including, without limitation, accounts receivable and cash receipts arising therefrom. In connection therewith, Buyer shall from time to time, promptly upon written request of the Company, take such actions and execute such documents as are reasonably requested by the Company in order to secure and perfect such securities interests, including, without limitation, executing and delivering to the Company: (1) a Security Agreement containing customary and reasonable terms, and (2) such UCC-1 financing statement(s) as the Company may reasonably request reflecting such security interest(s), which financing statement(s) the Company may file and record.
5. Upon the commencement of any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, liquidation or similar proceeding of any jurisdiction relating to Buyer, any amounts outstanding hereunder, along with all accrued but unpaid interest hereunder, shall become immediately due and payable without presentment, demand, protest or notice of any kind.
6. In addition to any other rights and remedies the Company has at law or equity, the Company shall be entitled to offset amounts owed by Buyer hereunder against any obligations owed to Buyer by the Company under any agreements, contracts or arrangements between the Company and Buyer. All repayments of amounts owed hereunder by Buyer shall be made without offset, counterclaim or deduction of any kind by Buyer. No remedy herein conferred upon the Company is intended to be exclusive of any other remedy; rather, each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.
7. Time is of the essence hereof. No failure or delay on the part of the Company in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.
8. Buyer waives presentment, protest, notice of protest, demand, notice of demand, notice of dishonor and any and all delays, forbearance or lack of diligence in connection with the enforcement of Buyer's repayment obligations hereunder.
9. This Agreement shall be governed by the internal laws of the State of Wisconsin, without regard to any rules of construction concerning the draftsman hereof and without regard to such state's conflict of laws principles. Any litigation or dispute concerning enforcement of this Agreement shall be brought in the State and Federal Courts located in, or having jurisdiction over, Dane County, Wisconsin; provided however, that no litigation or dispute may be tried to a jury and that the parties expressly waive any right to a jury trial. Buyer shall pay all costs and expenses which may be incurred by the Company in connection with the collection of any amounts owed hereunder, including, without limitation, reasonable attorneys' fees, and all such sums shall be and become a part of the amount due and payable hereunder, and shall bear interest at the highest rate allowed under applicable law.
10. This Agreement contains the entire understanding and the full and complete agreement of the parties and supersedes and replaces any prior understandings and agreements between Buyer and the Company with respect to the subject matter hereof. This Agreement may not be modified, amended or supplemented except by mutual written agreement of Buyer and the Company. This Agreement may be executed by Buyer by facsimile or PDF.

Company Name: _____

Authorized Signature: _____

Date: _____

Signatory Name (pls. print): _____

Title: _____

PERSONAL GUARANTY

With reference to those "Terms and Conditions" enclosed herewith or attached hereto (the "Agreement"), the undersigned ("Guarantor") agrees to be bound by the terms, provisions, representations, representations, warranties and conditions set forth in this Personal Guaranty (this "Guaranty").

1. Because Guarantor has determined that executing this Guaranty is in his or her best interests and to his or her financial benefit, Guarantor hereby absolutely and unconditionally guarantees to Springs Window Fashions, LLC (the "Company"), as primary obligor and not merely as surety, that all obligations of "Buyer" (as defined in the Agreement) will be paid or otherwise performed when due, subject to the limitations contained herein.
2. This Guaranty is a guaranty of payment and not of collection. Therefore, the Company may insist that Guarantor pays immediately, and the Company is not required to attempt to collect first from Buyer. The obligation of Guarantor shall be unconditional and absolute.
3. Guarantor will not enforce any rights of subrogation, contribution or indemnification that it has against Buyer, until Buyer and Guarantor have fully performed all their obligations to the Company. Guarantor further agrees that if all or any part of the payments are invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy act or code, state or federal law, common law or equitable doctrine, then this Guaranty remains in full force and effect (or is reinstated as the case may be) until payment in full of those amounts. Such payment is due on demand.
4. No modification or waiver of this Guaranty is effective unless it is in writing and signed by the party against whom it is being enforced.
5. Guarantor represents that: (a) the execution and delivery of this Guaranty and the performance of the obligations it imposes do not violate any applicable law, do not conflict with any agreement by which they are bound, or require the consent or approval of any governmental authority or any third party; and (b) this Guaranty is a valid and binding agreement, enforceable according to its terms.
6. This Agreement shall be governed by the internal laws of the State of Wisconsin, without regard to any rules of construction concerning the draftsman hereof and without regard to such state's conflict of laws principles. Any litigation or dispute concerning enforcement of this Agreement shall be brought in the State and Federal Courts located in, or having jurisdiction over, Dane County, Wisconsin. Guarantor shall pay all costs and expenses which may be incurred by the Company in connection with the collection of any amounts owed hereunder, including, without limitation, reasonable attorneys' fees.
7. In the event Guarantor fails to remit the full amount due and owing or fail to remit that amount in a timely fashion, the Company shall be entitled to a monetary judgment against Guarantor. Guarantor waives any and all defenses or objections (e.g., notice, presentment, mitigation of damages, accord and satisfaction, payment, etc.) relating to the entry of a monetary judgment against him or her and in favor of the Company, for damages under this Guaranty.
8. While the Company's review of the Application (as defined in the Agreement) is pending and at any time while the Agreement is in effect, Guarantor hereby authorizes the Company to procure a consumer report (known as an investigative consumer report in California), which Guarantor understands may include information regarding Guarantor's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. This report may be compiled with information from credit bureaus, courts record repositories, departments of motor vehicles, past or present employers and educational institutions, governmental occupational licensing or registration entities, business or personal references, and any other source required to verify information that Guarantor and/or Buyer have voluntarily supplied. Guarantor understands that he or she may request a complete and accurate disclosure of the nature and scope of the background verification, to the extent such investigation includes information bearing on Guarantor's character, general reputation, personal characteristics or mode of living.
9. GUARANTOR, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT HE OR SHE MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS GUARANTY.

Signature: _____

Date: _____

Signatory Name (pls. print): _____

Address: _____

Social Security Number: _____
