

RETAIL PARTNER CREDIT APPLICATION
Painted Sky Designs, Inc. – 6537 Massey Road – Dubuque, Iowa 52003
Phone 563-582-7201 Kristin@paintedskydesigns.com

Applicant Name: _____ **Trade Name (if any):** _____

Billing Address: Address: _____ City: _____ State: _____ Zip: _____

Shipping Address: Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____ Email: _____

Owners, Officers or General Partners:

1) Name: _____ Street or PO Box: _____

City: _____ State: _____ Zip: _____ Phone: _____

2) Name: _____ Street or PO Box: _____

City: _____ State: _____ Zip: _____ Phone: _____

3) Name: _____ Street or PO Box: _____

City: _____ State: _____ Zip: _____ Phone: _____

Banking: Bank Name: _____

Street & P.O. Box: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Trade References From Whom You Purchase Monthly:

1) Name: _____ Street or PO Box: _____

City: _____ State: _____ Zip: _____ Phone: _____

2) Name: _____ Street or PO Box: _____

City: _____ State: _____ Zip: _____ Phone: _____

D&B Rating: _____ Yes _____ No

Publish Catalog: _____ Yes _____ No

Type of Business: _____

Business Presence (Brick and Mortar, Online only, etc.): _____

Years Business Established: _____

Company-owned Business Premises: _____ Yes _____ No

Tax ID or SSN: _____

Applicant Signature – Owner/Authorized Representative

CREDIT TERMS AND AGREEMENT

All purchases by the undersigned company ("Applicant") from Painted Sky Designs, Inc. ("Painted Sky Designs") shall be subject to the terms and conditions contained in this Credit Application and Credit Terms and Agreement (this "Application and Agreement").

On Applicant's initial order, Painted Sky Designs offers Net 30 payment terms with payment to be made via ACH, check or credit card payment. Prior to placing an initial order, Applicant shall provide a valid credit card to be placed on file. Applicant's credit card will be charged on the invoice due date if payment is not received timely. Painted Sky Designs will add a 3% credit card fee to all invoices paid by credit card when processed. Painted Sky Designs accepts all major credit cards (AMEX, MC, Visa, Discover).

For Applicant's subsequent orders, all payments will remain due NET 30. We appreciate the prompt payment of your invoice. Painted Sky Designs reserves the right to require Applicant to pre-pay all orders via ACH or EFT if Applicant's invoices are not paid on time. In addition, Painted Sky Designs reserves the right to charge Applicant's on file credit card on the invoice due date if payment is not received timely. Painted Sky Designs will add a 3% credit card fee to all payments made by credit cards. Contact Kristin at kristin@paintedskydesigns.com or our business number Ph: 563-557-7160 prior to your scheduled ship date for any other payment requests or to update your credit card information.

Any invoice not paid by the invoice due date will be considered past due and will begin to accrue interest from the date of issuance at the rate of 1.5% per month (18% per annum).

Should Painted Sky Designs determine to extend credit to Applicant, Applicant's account will be assigned a maximum credit limit, the amount of which may be modified by Painted Sky Designs at any time in its sole discretion. If Applicant's unpaid balance exceeds the established credit limit at any time, Applicant will be required to make payment on its account prior to the due date, and any additional purchases by it will be on a "PAYMENT IN FULL VIA ACH OR EFT PRIOR TO SHIPPING" basis until such time as the unpaid balance is reduced to within its credit limit. Painted Sky Designs reserves the right to demand payment in full, reduce the credit limit amount, and/or revoke and terminate Applicant's credit availability at any time it deems necessary. All decisions with respect to the extension, modification, continuation and/or termination of such credit shall be in the sole discretion of Painted Sky Designs.

Applicant understands that Painted Sky Designs will not process a credit order until after Painted Sky Designs has conducted a credit investigation and determined, in its sole discretion, to approve the extension of credit to Applicant. By submitting this Application and Agreement, Applicant hereby authorizes a full and complete investigation by Painted Sky Designs into Applicant's credit history. If Applicant is not a corporation, Painted Sky Designs will conduct an investigation into the credit history of Applicant's proprietors, partners, members and/or principals as Painted Sky Designs sees fit in its sole discretion. Applicant further authorizes the use of this document (or a facsimile thereof) as consent for the release to Painted Sky Designs of credit information by credit reporting agencies, credit bureaus, and the banking and trade references supplied to Painted Sky Designs by Applicant. Painted Sky Designs shall be further authorized to conduct periodic credit checks and reviews of the credit history of Applicant, its proprietors, partners, members and/or principals in order to continue the extension of credit to Applicant.

In the event that Applicant fails to make payment to Painted Sky Designs in accordance with the terms of this Application and Agreement, Painted Sky Designs may take any remedial action available to it. This may include, but is not limited to, use of outside agencies or attorneys. By signing this Application and Agreement, Applicant agrees that it is responsible for payment of costs and fees incurred by Painted Sky Designs or by outside service agencies and attorneys.

Applicant shall give notice of any defect in any goods provided by Painted Sky Designs within 5 calendar days of receipt and provide a photograph of the damage and shall permit Painted Sky Designs a reasonable opportunity to inspect and take samples of the alleged deficiency prior to taking corrective action, unless failure to take immediate corrective action would result in additional harm or damage. Applicant waives any claim as to the quality of goods or services provided by Painted Sky Designs if it fails to comply with such notice.

Applicant agrees to defend, protect, and save Painted Sky Designs harmless against all suits at law or in equity and from all costs of suit, legal fees (including attorneys' fees), expenses, damages, claims, and demands arising out of or awarded in connection with any goods: (a) sold or supplied to Applicant by Painted Sky Designs

that are not maintained and utilized in accordance with recommended procedures, or (b) sold or supplied to Applicant by Painted Sky Designs to meet Applicant's specifications, requirements, or instructions.

This Application and Agreement contains all terms negotiated between the parties and may be modified only upon written agreement between Painted Sky Designs and Applicant.

No waiver of any breach shall be deemed a waiver of any other provision of this Application and Agreement or of any subsequent breach of the same provision. No waiver shall be effective unless made in writing signed by the party waiving the provision. In addition, in the event of any conflict between the terms of this Application and Agreement and the terms of any invoice, purchase order, document or other agreement between Painted Sky Designs and Applicant, whether such invoice, purchase order, document or other agreement is now existing or hereafter created, the terms of this Application and Agreement shall govern and control.

The powers, rights, privileges and remedies provided in this Application and Agreement are cumulative and not exclusive or alternative and are in addition to any and all powers, rights, privileges and remedies granted by law, rule, regulation or instrument.

In order for Painted Sky Designs to consider an extension of credit to Applicant, this Application and Agreement must be signed by an owner in the case of a sole proprietorship or by an authorized signer in the case of any other entity. Painted Sky Designs reserves the right to require written authority from Applicant to verify that the party signing this Application and Agreement has the authority to bind Applicant. In addition, if Applicant is a sole proprietorship, the Statement of Individual set forth below must be signed by the owner and, if Applicant is a partnership, joint venture or privately held corporation, the Guaranty set forth below must be signed by the owners or partners of Applicant in order for Painted Sky Designs to consider an extension of credit to Applicant.

In consideration of Painted Sky Designs' extension of credit to Applicant, Applicant hereby agrees to pay under the terms of this Application and Agreement when due all of the following (collectively, the "Obligations"): (a) all debts, liabilities, and obligations, now existing or hereafter coming into existence; (b) interest, noted above, at the rate of 1.5% per month (18% per annum), on the unpaid balance of any account or other Obligations; and (c) reasonable attorneys' fees, costs and expenses incurred in connection with the collection and enforcement, or any attempts at collection and enforcement, of such debts, liabilities or obligations of Applicant, by or through any attorney or outside agency, whether or not suit is filed.

Applicant hereby certifies that the information provided and the statements made herein are true, correct, and complete and that such information and statements have been provided and made by Applicant for the purposes of obtaining credit from Painted Sky Designs. Further, Applicant has read the credit terms and conditions set forth above and agrees to be bound thereby in all respects.

This Application and Agreement, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the Laws of the State of Iowa, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Iowa.

Applicant hereby irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against Painted Sky Designs in any way arising from or relating to this Application and Agreement, and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than United States District Court for the Northern District of Iowa or, if such court does not have subject matter jurisdiction, the courts of the State of Iowa sitting in Dubuque County, Iowa, and any appellate court from any thereof. Applicant irrevocably and unconditionally submits to the exclusive jurisdiction of such courts whether an action is brought against it by Painted Sky Designs or for any action it may bring related hereto and agrees to bring any such action, litigation, or proceeding only in United States District Court for the Northern District of Iowa or, if such court does not have subject matter jurisdiction, the courts of the State of Iowa sitting in Dubuque County, Iowa. Applicant agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

Applicant acknowledges and agrees that any controversy that may arise under this Agreement, including any documents or exhibits, schedules, attachments, and appendices attached to this Agreement, is likely to involve complicated and difficult issues and, therefore, Applicant irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Application and Agreement, or the transactions contemplated hereby.

APPLICANT:

Printed Name of Applicant

Date

Signature

Title

STATEMENT OF INDIVIDUAL
To Be Signed by Owners of Sole Proprietorships

The undersigned hereby acknowledges, if he or she is the principal of Applicant named above and Applicant is a Sole Proprietorship, that he or she is personally liable for all of the debts of Applicant, regardless of whether Applicant uses a trade name other than the undersigned's name.

Signature

Date

Printed Name

Address

GUARANTY

To Be Signed by Partners or Owners of
Partnerships, Joint Ventures, Limited Liability Companies, and Privately Held Corporations

Each of the undersigned, for good and valuable consideration, jointly and severally, hereby guaranties the full and prompt payment and performance of all indebtedness and obligations of Applicant owing to Painted Sky Designs, Inc. Each of the undersigned (jointly and severally) further agrees to be personally liable for all indebtedness and obligations on the extension of credit by Painted Sky Designs, Inc., to any other corporation or business entity with which Applicant is or may be affiliated. If a default in the terms or payment occurs on any account for which the undersigned is or may be liable, and which is placed with an attorney or collection agency, each of the undersigned (jointly and severally) agrees to pay all costs and attorney's fees incurred by Painted Sky Designs, Inc., in connection with the collection of any unpaid balance and service charges, whether or not suit is filed. This guaranty shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of acceptance of this guaranty, extension of credit, modification in terms of payment, and any right or demand to proceed against Applicant is hereby waived. This guaranty may only be revoked by written notice, which shall be sent to Painted Sky Designs' corporate office by certified mail. Any revocation will not revoke the obligations of any of the undersigned with respect to obligations and indebtedness incurred prior to such revocation.

Signature

Date

Printed Name of Partner or Owner

Title (if partner or owner is a legal entity
rather than an individual)

Address

Signature

Date

Printed Name of Partner or Owner

Title (if partner or owner is a legal entity
rather than an individual)

Address

Signature

Date

Printed Name of Partner or Owner

Title (if partner or owner is a legal entity
rather than an individual)

Address