



P.O. Box 930067  
Verona, WI 53593  
Phone: 877-819-2541

info@learning-loft.com  
www.learning-loft.com  
Fax: 877-769-7098

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## ***Dealer / Credit Application***

Please complete all fields.

Business Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Bill To:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of business: Retail Store  Catalog  Internet  Amazon FBA  Other \_\_\_\_\_

Year business opened: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Federal ID# or SS# : \_\_\_\_\_ Principal(s) name: \_\_\_\_\_

Sales Tax # / Resale #: \_\_\_\_\_

**Ship To (if different than bill to):**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Purchasing Contact:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Accounts Payable Contact:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Bank Reference**

Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Date account opened: \_\_\_\_\_

**Trade References**

Firm name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm name: \_\_\_\_\_ Phone: \_\_\_\_\_

Firm name: \_\_\_\_\_ Phone: \_\_\_\_\_

The undersigned hereby agrees that should a credit account be opened, and in the event of default in the payment of any amount due, and if such account is submitted to a collection authority, to pay an additional charge equal to the cost of collection including court costs.

The undersigned individual who is either a principal of the credit applicant or a sole proprietorship of the credit applicant, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by the above named business credit grantor, from time to time as may be needed, in the credit evaluation process.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Please print your name: \_\_\_\_\_



## STANDARD TERMS AND CONDITIONS OF SALE

These terms and conditions of sale (“Agreement”) are applicable to any order placed with and accepted by Learning Loft, Inc. (referred to herein as “Supplier”):

1. **Scope of Agreement:** Supplier, upon acceptance of placed Purchased Order by Buyer, will supply the products and services specified in the Purchase Order to Buyer, pursuant to the terms and conditions of this Agreement and Supplier’s acceptance of such order submitted by Buyer is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Buyer’s purchase orders, invoices, acknowledgements or other documents. The details of the order (e.g. quantity, price, and product specifications) shall be set forth in the relevant Purchase Order.
2. **Prices:** Prices listed are wholesale, do not include freight, handling fees, and/or duties and are subject to correction or change without notice. Buyer should contact Supplier for current pricing. Supplier reserves the right to accept or reject any order.
3. **Sales Tax:** Buyer is responsible for payment of all applicable state and local taxes, or for providing a valid sales tax exemption certificate.
4. **Payment and Terms:** Supplier accepts cash, checks, money orders, Visa and MasterCard. Payment shall be made by Buyer net thirty (30) calendar from the date of invoice. If Buyer does not pay an invoiced amount within the terms, Buyer will in addition pay finance charges of one and one-half percent (1.5%) per month on the late balance and Learning Loft, Inc. reserves the right to withhold future shipments until full payment is made.

Please remit payments to:

Learning Loft  
PO Box 930067  
Verona, WI 53593

5. **Freight:** Prices stated are F.O.B. Origin, freight prepaid to destination specified in the order. Supplier charges a shipping and handling fee (which includes internal handling and related costs) on each order which is applied at time of order and reflected on customer’s invoice. COD shipments are not permitted. Other terms and conditions may apply for other than standard ground delivery (“Other Freight Services”), including without limitation, expedited same day delivery, air freight, freight collect, export orders, hazardous materials, customer’s carrier, shipments outside the contiguous U.S. or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by customer. Fuel surcharges may be applied. Title and risk of loss pass to customer upon tender of shipment to the carrier. If the product is damaged in transit, customer’s only recourse is to file a claim with the carrier.
6. **Warranty:** Supplier warrants that the items sold hereunder shall be free from defects in material or workmanship for a period of 12 months from the date of shipment to Buyer. Buyer may return product for credit, or exchange for another product offered by Seller for a period of 12 months from date of invoice.
7. **Intellectual Property:** Customer shall have no right, title, or interest in the trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogs or any other intellectual property rights (“IP”) reserved by Supplier. All materials contained in Supplier catalogs or on its web sites are subject to the ownership rights of Supplier. Customer shall have no right to copy or use any IP of Supplier without Supplier’s permission.

8. Force Majeure: Supplier shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Supplier in the conduct of its business.
9. Modification of Terms: Supplier's acceptance of any order is subject to customer's assent to all of the terms and conditions set forth herein. Customer's assent to these terms and conditions shall be presumed from customer's receipt of Supplier's acknowledgment, or from customer's acceptance of all or any part of the products ordered. No additions or modifications of Supplier's terms and conditions by customer shall be binding upon Supplier, unless agreed to in writing by an authorized representative of Supplier. If a purchase order or other correspondence submitted by customer contains terms or conditions contrary or in addition to the terms and conditions contained herein or in Supplier's acknowledgment, Supplier's fulfillment of any such purchase order shall not be construed as assent to any of the terms and conditions proposed by customer, and will not constitute a waiver by Supplier of any of the terms and conditions contained herein or in Supplier's acknowledgment.

I am authorized representative of \_\_\_\_\_ and agree to these terms for all purchases through Learning Loft, Inc.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

If you have any questions regarding these policies, please contact us directly.  
Again, thank you for choosing Learning Loft and we look forward to working with you in the future!

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