

	Please check the appr  Murfreesboro  Green Hills	opriate box indica  Smyrna  Mt. Juliet	ting the primary lo Cool Springs Manchester	cation in which you  Shelbyville  Clarksville	u will conduct business.  Cookeville Pleasant View	
HOOVER EST. PAINT STORE 1956	□ Busine □ Painte	ss 🗆 Consun	ner 🗆 Governm	ent, School, Etc.	es your type of account  Designer Rental	
ACCOUNT NAME AND BILLI	NG ADDRESS:					
Name: Address:		Billing	g Address:			
Telephone Numbers: (Cell)		(Landline)		(Fax)		
Federal ID Number:			Driver's License Number:			
Buyer/Contact:		Buyer	's Email:			
Estimated monthly purchases:			Requested line of credit:			
Purchase Orders required: ☐ Yes ☐ No			Job Names required: ☐ Yes ☐ No			
Accounts Payable/Office Contact:  Please check the box or boxes to		Accou	nts Payable/Office		□ Statements	
TRADE REFERENCES	TE	LEPHONE NUM	IBER	ACCOUNT NUMBER		
The information on this application Purchases are due and payable by t past due. Past due accounts are sub minimum monthly charge of \$1.00.	he 10th day of the follo ject to a finance charge	wing month. Invo	ces not paid by the	30th day of the fo	llowing month are	
To the best of our knowledge and be authorize our bank and suppliers to understand that you will inquire wit to pay for all materials billed. In the collections including attorney fees a	furnish you any inform th credit agencies regard event this account or a	ation necessary to ding our credit his	complete your eve tory. We, the respo	aluation of our cred	dit history. We also guarantors, promise	
(We) personally guarantee to pay	all bills incurred pursuar	nt to this credit ap	plication.			
Signature:	Name (I	Please Print):		Date	e:	

## TERMS & CONDITIONS



#### **CREDIT TERMS & GENERAL AGREEMENT**

All bills are due and payable by the 10th of the month following purchase, and are past due after 20 days. Past due accounts are subject to a finance charge of 1-1/2% per month (18% per annual) on the unpaid balance, with a minimum monthly charge of \$1.00. Past Due accounts may be temporarily closed.

A signed Hoover Paint Store credit application, authorizes seller to contact buyer's bank and supplier references to evaluate buyer's credit history. Buyer understands that seller will inquire with credit agencies regarding buyer's credit history. Buyer, the responsible parties and guarantors, promise to pay for all materials billed. In the event this account or any part thereof becomes delinquent, buyer shall be liable for all costs of collections including attorney fees and court costs.

### PAINTS, STAINS, LACQUERS, SUPPLIES, ETC.

All paints & stains should be verified prior to application. Seller assumes no responsibility once product is applied. Seller will not be responsible for labor claims. Tinted merchandise cannot be returned. Non-tinted merchandise can be returned within 30 days of original purchase. All returns must be accompanied by the purchase invoice. Clearance and discounted items are non-refundable. Product recommendations and advice by Seller are furnished gratuitously and are based upon information believed to be reliable. Buyer's use of or reliance upon shall be at Buyer's risk.

#### **WALLPAPER & FABRICS**

All wallpapers, borders, and fabrics should be verified prior to application. Seller assumes no responsibility once product is applied. Seller will not be responsible for labor claims or inaccurate measuring estimates. It is strongly recommended that installer provide estimate. Open rolls cannot be returned. Non-opened items must be returned within 25 days of receipt date. Manufacturers charge a 25% restocking fee plus shipping and handling on authorized returns. Product recommendations and advice by Seller are furnished gratuitously and are based upon information believed to be reliable. Buyer's use of or reliance upon shall be at Buyer's risk.

Manufacturers' terms listed in the sample books apply. All manufacturer's instructions should be read prior to installation.

#### **LEGAL TERMS & GENERAL AGREEMENT**

Seller does not make any warranty, expressed or implied, with respect to products manufactured by others. All such products are sold by Seller "as is, where is." To the extent you have purchased Products manufactured by others and a warranty has been extended with respect to the Products, Seller does not make or extend such warranty and your sole recourse is to the manufacturer of such Products. Seller makes no other warranties or representations and hereby disclaims any such warranties or representations, expressed or implied, by operation of law or otherwise, including, without limitation, any implied warranty for merchant ability, fitness for a particular purpose or any other matter. It is expressly understood and agreed that buyer's exclusive remedy and seller's sole liability for any and all losses and damages to Buyer resulting from any cause whatsoever including Seller's negligence, alleged damaged or defective goods irrespective of whether such defects are discoverable or latent shall in no event exceed the purchase price of the particular products with respect to which losses or damages are claimed or, at the election of the seller, the repair or replacement of defective or damaged products. In no event, including in the case of a claim of negligence, shall seller be liable for incidental or consequential damages.

By making this purchase the Buyer hereby agrees that in the event of a claim against the Seller on account of the purchase this sale shall be deemed to have occurred at the store of the Seller (listed on the purchase invoice) from which the product was distributed to the Buyer and the venue of any action brought shall be in the County in which that store is located.

Recommendations and advice by Seller for the use of Products are furnished gratuitously and are based upon information believed to be reliable. Buyer's use of or reliance upon shall be at Buyer's risk. Seller's sole liability with respect to the sale of the products to Buyer and use of the products by Buyer is set forth in its entirety on the two sides of this sales invoice. Any agreement between Buyer and Seller concerning advice or assistance given to Buyer by Seller for a separate fee shall be contained only in a separate written agreement.

No understanding, promise or representation and no waiver, alteration or modification of any of the provisions hereof shall be binding on the Seller unless approved in writing by an authorized representative of the Seller.



# CREDIT APPLICATION ADDENDUM

ADDITIONAL INFORMATION FOR BUSINESS ACCOUNTS (Account Guarantors):			
Name:	Name:		
Title:	Title:		
Address:	Address:		
Telephone Number:	Telephone Number:		
Driver's License Number:	Driver's License Number:		
Email:	Email:		
Signature:	Signature:		
Name:	Name:		
Title:	Title:		
Address:	Address:		
Telephone Number:	Telephone Number:		
Driver's License Number:	Driver's License Number:		
Email:	Email:		
Signature:	Signature:		

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