Dear Sirs/Madam,

Thank you for expressing your interest in conducting business with Palazzo Tile and Stone Inc. We appreciate the opportunity to collaborate with you.

Enclosed, you will find our new customer account application and the terms and conditions of sale.

To proceed with opening your account, kindly ensure that the application is fully completed and include a copy of your business license and tax exemption form.

We are thrilled about the prospect of establishing a fruitful business relationship with you and are eager to serve your needs. Should you have any questions or require further assistance, please don't hesitate to contact us.

Thank you once again for considering Palazzo Tile and Stone Inc as your partner, and we are looking forward to a successful collaboration.

Yours Truly,

**Palazzo Tile and Stone Inc**

**Office/ Warehouse**

714 553 8946

info@palazzotile.com

3031 E Coronado Street Unit F

Anaheim CA 92806

**Customer Service**

714 495 8960

sales@palazzotile.com

3031 E Coronado Street Unit F

Anaheim CA 92806

**NEW CUSTOMER APPLICATION**

THIS APPLICATION IS SUBMITTED TO PALAZZO TILE AND STONE, INC. TO OPEN AN ACCOUNT. PLEASE ANSWER ALL QUESTIONS.

CORP: ❒ PROPRIETORSHIP ❒ PARTNERSHIP: ❒ SOLE TRADER: ❒ LLC: ❒

STATE OF ORIGIN\_\_\_\_\_\_\_\_ YEARS IN BUSINESS\_\_\_\_\_\_\_\_

**TAX STATUS – REQUIRED**

**\*\* If no box is checked or proof of exemption is not attached, account will be noted as Not Exempt \*\***

**❒ Not Exempt ❒ Exempt**

|  |  |
| --- | --- |
| Business Name | : |
| DBA | : |
| Billing Address | : |
| Showroom Address | : |
| Ship To Address | : |

|  |  |
| --- | --- |
| UPS/FEDEX ACCOUNTPreferred Carrier if LTL | :: |

**Personnel Info**

ATTACH SEPARATE SHEET, IF NECESSARY

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Position | Name | Email |  | Phone |
| Owner/President |  |  |  |  |
| Account Payable |  |  |  |  |
| Showroom Manager |  |  |  |  |
| Design Consultant |  |  |  |  |
| Design Consultant |  |  |  |  |
| Design Consultant |  |  |  |  |
| Design Consultant |  |  |  |  |
| Project Coordinator |  |  |  |  |
| Warehouse Manager |  |  |  |  |

**Invoice and Credit Terms**

1. Invoices are issued twice a month and must be paid on or before the specified Due Date.
2. Any invoice unpaid within 5 (five) working days from the Due Date will be considered past due.
3. A service charge of 2% per month will be added to all outstanding amounts that are past due.
4. The merchandise obtained under this agreement will act as security for any credit extended.

Palazzo Tile and Stone, Inc. retains title to any merchandise not paid for and reserves the right to reclaim such merchandise at any time.

1. The line of credit is secured by all assets of the applicant's business. Palazzo Tile and Stone, Inc. may file a UCC-1 with the Secretary of State at its sole discretion.
2. Past due accounts will not be eligible for additional credit unless satisfactory arrangements are made.
3. PERSONAL GUARANTEE: If the credit customer is a corporation, the signatories of this application, regardless of their capacity (officer or not), personally guarantee payment for all items purchased on credit by the corporation.
4. SHIPPING: Buyers are responsible for arranging Prepaid or Freight Collect shipping. Alternatively, with pre-approval from Palazzo Tile and Stone, Inc., shipping costs may be added to the invoice. Buyers will indemnify Palazzo Tile and Stone, Inc. for any Freight Collect charges, including but not limited to ocean freight, air freight, and local trucking.
5. ACCEPTANCE: Natural stones exhibit variations in color and veining from tile to tile and slab to slab. Natural stone may also react with other materials used for installation or the surrounding environment, leading to discoloration. Buyers must inspect the material upon receipt and notify Palazzo Tile and Stone, Inc. within two (2) business days of delivery, providing detailed documentation and pictures in case of any claims. Claims will be limited to the value of the material ONLY. No claims will be accepted after the material has been installed, cut, or altered in any way from its original form. Palazzo Tile and Stone, Inc. retains sole discretion in replacing goods or refunding the purchase price as per the Buyer's claim. No warranty, express or implied, is made by Palazzo Tile and Stone, Inc. and none shall be imputed or presumed.
6. MISCELLANEOUS PROVISIONS: This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. Palazzo Tile and Stone, Inc. is entitled to recover all collection costs, including reasonable attorney fees, in case of default.
7. Arbitration: All claims and disputes arising under or related to this Agreement shall be settled by binding arbitration in the state of California or another mutually agreeable location. The arbitration will be conducted confidentially in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall be experienced in the Stone Industry and provide a written record of the arbitration hearing. Parties reserve the right to object to any arbitrator affiliated with a competing organization. An arbitration award may be confirmed in a court of competent jurisdiction. I affirm that the above information is true and is provided to induce Palazzo Tile and Stone, Inc. to open an account or extend credit to the applicant. My company and I authorize Palazzo Tile and Stone, Inc. to conduct the necessary credit investigation, including contacting trade references, banks, and obtaining credit reports. My company and I authorize all trade references, banks, and credit reporting agencies to disclose to Palazzo Tile and Stone, Inc. any and all information concerning our financial and credit history. I have read and agree to all the terms and conditions stated above.

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_