

ELITE WINDOW DESIGNS, LLC

P.O. Box 612 • Waxhaw, NC 28173

Telephone: 877.657.1888 Facsimile: 800.861.3026

CREDIT APPLICATION AND PERSONAL GUARANTEE

DATE _____

BUSINESS INFORMATION

PLEASE FILL IN ALL BOXES

COMPANY NAME	PHONE
ADDRESS	FAX PHONE
	E-MAIL
BUSINESS IS A <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> OTHER _____	
BUSINESS IS OPERATED FROM <input type="checkbox"/> COMMERCIAL ESTABLISHMENT or <input type="checkbox"/> A RESIDENCE	
YEAR ESTABLISHED	NO. OF EMPLOYEES
TYPE OF BUSINESS	RESALE PERMIT #
ANNUAL VOLUME \$	EMPLOYER ID#
	MONTHLY CREDIT REQUESTED:

PRINCIPALS

Name	Social Security #	Address	Title

TRADE REFERENCES

Name	Acct #	Address	Telephone

BANK REFERENCES

Name	Address	Telephone

BANKCARD INFORMATION (OPTIONAL) (American Express Not Available)

VISA ACCOUNT #	EXPIRES	MASTERCARD ACCOUNT #	EXPIRES

PLEASE COMPLETE AND SIGN IN THE REVERSE SIDEI authorize billing for my purchases to be charged to the credit card(s) above, of which I am an authorized signer **X** _____

DATE OPENED / /	ACCOUNT #	TERMS
APPROVED BY	APPROVAL SIGNATURE	
CREDIT STATUS REPORT		

PERSONAL GUARANTEE

In consideration of the granting of credit by the company to the applicant, the undersigned PERSONALLY GUARANTEES payment of ALL purchases made on the terms and conditions referred to below. This personal GUARANTEE is a continuing and irrevocable guarantee and indemnity for the entire indebtedness except as to purchases made after written receipt by the company of the withdrawal of the Personal guarantee. The company is under no obligation to transact any business with the applicant in the absence of a personal guarantee. This Guarantee is direct and not conditional or contingent on the pursuit of any remedies against the buyer or anyone else. I hereby waive notice of acceptance, of default in payment, or of renewal or of extension of any indebtedness, of demand, protest, notice of protest, notice of dishonor or notice of any matter with respect hereto, I hereby consent to any modification or renewal of the credit agreement hereby guaranteed. The terms and conditions of sale set forth below are expressly incorporated herein by reference. The liability of the undersigned is joint and several. Any designation or indication by the undersigned of his/her status as an officer, agent representative, partner or otherwise of any company shall not diminish, nullify or otherwise adversely affect the direct and full personal liability of the undersigned hereunder. The guarantee is not limited to any particular order or any particular amount.

WARRANTY

All Elite Window Designs, LLC products are warranted for a period of one year from date of delivery to be free of any defects, which make the product not fit or serviceable for the normal use for which it is intended. The only obligation during the warranty period is at the sole option of Elite Window Designs, LLC to repair, replace, refund or credit the purchase price of the product or part found to be defective, provided that the buyer has given immediate written notice. THERE ARE NO OBLIGATIONS OR LIABILITIES ON THE PART OF PERFORMANCE OF THE PRODUCT INCLUDING ALL LABOR AND OTHER MATERIALS USED IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT OR PART WARRANTED HEREUNDER, OR OTHER INDIRECT DAMAGES WITH RESPECT TO LOSS OF REVENUES OR PROFIT. At the conclusion of warranty period, Elite Window Designs, LLC shall be under no further obligation. This warranty is void in cases of negligence, abuse, abnormal usage, misuse, accidents, improper maintenance, alteration or improper repairs by others, faulty installation or any act beyond the control of Elite Window Designs, LLC after delivery of the product. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO ALL PRODUCTS. There are no oral or other agreements or warranties collateral to or affecting the sale of products.

TERMS OF SALE

Interest will be charged at the rate of 1 ½% per month on all past due invoices compounded monthly. Costs of collection including suit expenses and attorney's fees of twenty-five percent of the total indebtedness will be charged. No returns accepted without our written authority. All claims must be made within 30 days of receipt of goods. There will be a \$70 check charge for each time a check is dishonored. No cancellation of charges accepted at our expense.

GENERAL

I hereby certify that the above information, which has been submitted for the purpose of securing credit, is true and accurate to the best of my knowledge. Elite Window Designs, LLC is authorized to check my credit and to answer questions about their credit experience with me. I understand that Elite Window Designs, LLC will retain this application whether or not it is approved.

This Credit Application and Personal Guarantee is the entire and only agreement between Elite Window Designs, LLC, the buyer and the Guarantors. This document replaces and cancels any prior agreement between these parties. This document can only be changed by an agreement in writing signed by Elite Window Designs, LLC.

The provisions of this Credit Application and Personal Guarantee and the transactions referred to herein are governed by the law of North Carolina. The Buyer and Guarantors hereby irrevocably submit to the personal jurisdiction of the Superior Court of North Carolina and consent to service of process, that is, the Summons and Complaints and other Court papers, by substituted means, that is, by certified mail, return receipt requested, at the address indicated above and failing receipt of such documents for any reason, then by regular mail. The Buyer and Guarantors further agree hereby that any claim, proceeding, action or suit relating to this Credit Application and Guarantee or the transactions referred to herein shall at the sole option of Elite Window Designs, LLC be brought in the Superior Court of North Carolina.

I HEREBY CERTIFY; That I hold a valid sellers permit issued in pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling interior décor products; that the tangible personal property described herein which I shall purchase from Elite Window Designs, LLC will be resold by me in the form of tangible personal property; provided, however, that in the event any such property is used for any other purpose that retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property. The property to be purchased will be but not limited to interior décor products.

SIGNATURE

SIGNATURE OF GUARANTOR(S)

PRINT NAME AND DATE AFTER SIGNATURE

PRINT NAME AND DATE AFTER SIGNATURE

WITNESSED BY

PRINT NAME AND DATE AFTER SIGNATURE