

### ALL TILE INC CREDIT APPLICATION

Thank you for your interest in opening an account with All Tile Inc.

Please type the information into the appropriate fields.

Please print out each page. Original signatures are required.

Please return all pages by fax to (847)427-0765



1201 Chase Avenue Elk Grove Village, IL 60007 www.alltile.com

**Phone** (847) 979-2500

Facsimile (847) 427-0765

(0.1.) 12/-0/0

ALLTILE INC. CREDIT APPLICATION								
	FILL OUT FORM COM	IPLETELY THEN FAX OR	MAIL TO THE ADDRESS AB	OVE	All Tile Salesman #			
COMPANY INFORMATION					Customer Type			
COMPANY NAME			CONTACT NAME					
DBA			TELEPHONE NUMBER					
ADDRESS LINE 1			FAX NUMBER					
ADDRESS LINE 2			BUYING GROUP(IF ANY)					
CITY, STATE, ZIP+4			SALES TAX EXEMPT#					
COUNTY								
ALL TILE ISSUES INVOICES AND ACKNOWLEDGEMENTS VIA E-MAIL. PLEASE PROVIDE APPROPRIATE E-MAIL ADDRESSES.								
E-MAIL ADDRESS - INVOICES			E-MAIL ADDRESS - ACKN					
BUSINESS TYPE (CHECK ONE)	CORPORATION		SOLE PROPRIETORSHIF	P FEDERAL F.E.I.N.#				
SHIP TO ADDRESS (IF DIFFER	ENT THAN ABOVE)							
COMPANY NAME			TELEPHONE NUMBER					
ADDRESS			FAX NUMBER					
CITY, STATE, ZIP+4								
- PRESIDENT/OWNER			HOME PHONE NUMBER					
ADDRESS			SOCIAL SECURITY#					
CITY, STATE, ZIP+4			DRIVERS LICENSE#					
_			CELL PHONE NUMBER					
VICE PRESIDENT/PARTNER			HOME PHONE NUMBER					
ADDRESS			SOCIAL SECURITY#					
CITY, STATE, ZIP+4			DRIVERS LICENSE#					
			CELL PHONE NUMBER					
BUSINESS ESTABLISHED (DATE)		NUMBER OF EMPLOY	EES	YEAR	S AT LOCATION			
MAIN PRODUCTS SOLD			GROSS SALES PER YEA	R				
SHIP VIA (CHECK ONE)	ALL TILE TRUCK		WILL CALL	COMMON CARRIER/	OTHER			
				SPECIFY				
PLEASE CHOOSE ONE OF THE FOL								
I <u>DO</u> WISH TO BE CHARGE		COMPLETE A VALID SAL	ES TAX EXEMPT FORM FC	R YOUR STATE. SEE HEF	RE FOR FORMS.			
OWNERS SIGNATURE								
PLEASE PROVIDE TWO (2) RE (ATTACH SHEET WITH ADDITIONAL R	FERENCES WHO HAV EFERENCES IF NEEDED)	E EXTENDED CREDIT	TO YOUR COMPANY					
NAME			ACCOUNT #					
ADDRESS			PHONE #					
CITY, STATE, ZIP			FAX #					
TYPE OF PRODUCTS PURCHASED			DATE EXTABLISHED					
NAME			ACCOUNT #					
ADDRESS			PHONE #					
CITY, STATE, ZIP			FAX #					
TYPE OF PRODUCTS PURCHASED				DATE EXTABLISHED				

BUILDING MATERIALS...AND RELATIONSHIPS

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COMPANY NAME	ON ACCOUNT:					
PLEASE PROVIDE A BANK REFERENCE FOR YOUR COMPANY						
BANK NAME:		ACCOUNT #:				
ADDRESS:		PHONE #:				
CITY, STATE, ZIP		FAX #:				
DATE ACCOUNT W	VAS ESTABLISHED:					

#### AGREEMENT

1. Past due balances are subject to a service charge of 1 1/2% per month on the unpaid balance.

2. All terms and due dates are stated on each invoice. Buyer agrees that the purchase price shall be increased for any purchase for which payment in full has not been made within thirty (30) days of delivery or has not been made by the due date, which ever last occurs. The addition to the purchase price shall be indicated on each monthly statement therefore but shall not exceed one and one half percent (1 ½%) per month, calculated monthly, of the portion of the purchase price remaining unpaid on the day of calculation. Buyer agrees to pay, in addition, all costs of collection, including attorney fees, court costs, and other expenses incurred by Seller to enforce the terms of the Agreement. Seller does not hereby agree to payment after the due date and may demand payment in full any time.

3. Buyer agrees that any dispute regarding any of the transactions, which may arise between the parties hereto, will be heard in the state or federal courts having jurisdiction in Cook County, Illinois.

4. Seller shall not be deemed or held to be obligated or accountable upon or under any warranties or guaranties expressed, or implied, statutory, by operation of law, or otherwise, in any manner or form, beyond the express warranty that the products or services (a) will conform to the description contained on the invoice therefore and (b) will be free from defects in material and workmanship, under normal use and service when correctly installed and maintained, for a period of ninety (90) days from tender of delivery. Seller's liability under any warranty is limited solely (in Seller's discretion) to replacing, repairing or issuing credit for products, which become defective during the warranty period. In the event any products become defective during the warranty period Buyer shall (i) notify Seller promptly in writing of any claims, and (ii) provide Seller with an opportunity to inspect and test products claimed to be defective. In no event shall Seller be liable for any defective products if examination discloses that the defective condition of such products was caused by misuse, abuse, improper installation or application, improper maintenance or repair, alteration, accident or negligence in use improper temperature, humidity or other environmental condition, storage, transportation or handling. Seller makes no other warranty either expressed or implied with respect to any products sold or service provided to Buyer unless a written instrument expressing a contrary intent is delivered by Seller, in Seller's name, to Buyer with the products or service purchased from Seller.

5. In the event that a product malfunction leads to damages or injuries to the product, to Buyer's business, to the end-user's business, to other equipment, to a factory or place of business, or to employees or other persons, Sellers liability shall be limited (except as provided by law) to the remedies provided above under paragraph 4 if the warranty period described in such paragraph 4 has not expired. If such warranty period has expired, Seller shall not be liable for such damages or injuries, provided, however, that if a court of competent jurisdiction shall find as a matter of law that any clause of the paragraph is unlawful, it is agreed that Seller's liability shall be limited solely to a U.S. dollar amount equal to the cost of the malfunctioning product to Buyer, less freight and insurance if included in Buyer's invoice price and less any depreciation deductions or investment tax credits taken by Buyer or another Buyer or end-user with regard to such product. The remedies provided for herein shall be exclusive and shall be Buyer's sole remedies.

6. Personal Guaranty. In consideration of creditor extending credit to customer, the undersigned personally and individually guarantee unconditionally full and prompt payment of past, present and future obligations and terms due creditor from customer, hereby waiving notice of acceptance of this guaranty, notice of sale of goods and/or labor provided customer by creditor and notice of default or change or extension of credit terms. The undersigned consent to any extension of time or payment and assert that this is a continuing guaranty of payment to creditor until revoked in writing. Any married individual signatory to this application represents that any credit granted to the subject accounts an obligation incurred in the interest of his or her marriage or family. <u>All partners or officers of customer should sign and be bound personally</u>.

### 7. The undersigned hereby authorizes and instructs the mentioned banks and companies to release the information requested by All Tile Inc.

I certify that I am twenty-one (21) years of age or older. I certify that the facts contained in this application are true and complete to the best of my knowledge. I hereby authorize the investigation of all references listed above to obtain pertinent information and understand that any information obtained will be held in strictest confidence. I authorize full release of information pertaining to my bank accounts currently or previously held with your organization. My signature below authorizes full release of this information via fax to All Tile Inc.

Authorized Signature:	Title:	Date:
Type or Print Name:		



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## <u>PERSONAL GUARANTY OF</u> <u>CORPORATE OBLIGATIONS RECITALS:</u>

(hereafter called the customer) desires to purchase merchandise and otherwise transact business with ALL TILE, INC. upon credit terms.

ALL TILE, INC. is unwilling to extend such credit unless the undersigned GUARANTOR MAKE THE GUARANTY against

(Your Company Name)

#### **GUARANTY:**

NOW THEREFORE, in order to induce ALL TILE, INC. to grant or continue credit to the customer and for other valuable consideration, the undersigned hereby jointly and severally UNCONDITIONALLY GUARANTEE (S) to ALL TILE, INC., its successors and assigns, the prompt and full payment by the customer, its subsidiaries, successors and assigns, of every claim or account which may hereafter become due to ALL TILE, INC., without deduction for any claim, setoff or counterclaim which the customer may have.

This is a CONTINUING GUARANTY and shall remain in force until revoked by notice IN WRITING to give ALL TILE, INC. by Registered or Certified mail, return receipt requested. Such revocation shall be effective only as to claims which arise out of transaction entered into after receipt of such notice by ALL TILE, INC.

The obligations of the undersigned is primary and unconditional guaranty of payment, of both existing and future obligations, and all renewals and extensions, and ALL TILE, INC., shall not be required to first proceed against the customer.

This guaranty covers all credit charges, interest, and all costs, fees and expenses of collection. The undersigned WAIVES notice of acceptance of this guaranty, notice of any default, and notice of any orders or sales of the terms upon which credit may be granted. The undersigned hereby <u>WAIVES</u> <u>NOTICE OF AND CONSENTS TO</u> any changes in such credit terms and to the release, compromise, or security, acceptance (and waives demand, protest of such instruments) and consents to all other transactions between ALL TILE, INC. and the customer concerning the indebtedness.

	Company:		
	Date:		
OWNER 1		OWNER 2	
Signature:		Signature:	
Print Name		Print Name:	
SSN:		SSN:	