

Hoover Paint Store

CONFIDENTIAL CREDIT APPLICATION

Please check the appropriate box indicating the primary location in which you will conduct business.

- Murfreesboro** 830 Memorial Blvd Murfreesboro, TN 37129
 Cool Springs 1701 Mallory Ln, Ste 120 Brentwood, TN 37027
 Smyrna 200 Jefferson St. Smyrna, TN 37167
 Shelbyville 101 Northside Cir, Ste C Shelbyville, TN 37160
 Cookeville 214 W Spring St. Cookeville, TN 38501

Please check the box that best describes your type of account.

- Business** **Painter** **Builder** **Industrial** **Cabinet** **Rental**
- Consumer** **Government, School, Etc.** **Designer**

ACCOUNT NAME AND BILLING ADDRESS:

Name: _____

Address: _____ Billing 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

List additional individuals authorized to purchase materials: _____

Accounts Payable/Office Contact: _____ Accounts Payable/Office Email: _____

TRADE REFERENCES

TELEPHONE NUMBER

ACCOUNT NUMBER

TRADE REFERENCES	TELEPHONE NUMBER	ACCOUNT NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

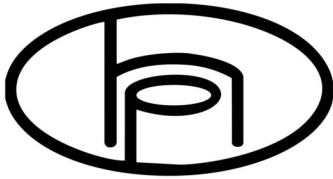
The information on this application is provided for the purpose of extending credit on Hoover Paint Store's credit terms that are:

Purchases are due and payable by the 10th day of the following month. Invoices not paid by the 30th day of the following month are past due. Past due accounts are subject to a finance charge of 1-1/2% per month (18% per annum) on the unpaid balance with a minimum monthly charge of \$1.00. Past Due accounts will be closed.

To the best of our knowledge and belief, the information is accurate and may be relied upon in making your credit decision. We authorize our bank and suppliers to furnish you any information necessary to complete your evaluation of our credit history. We also understand that you will inquire with credit agencies regarding our credit history. We, the responsible parties and guarantors, promise to pay for all materials billed. In the event this account or any part thereof becomes delinquent, we shall be liable for all costs of collections including attorney fees and court costs.

I (We) personally guarantee to pay all bills incurred pursuant to this credit application.

Signature: _____ Name (Please Print): _____ Date: _____



Hoover Paint Store

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.

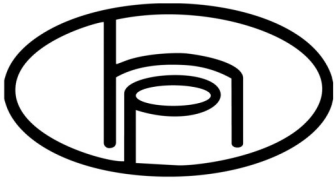
LEGAL TERMS & GENERAL AGREEMENT

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.



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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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