

# SCHUMACHER

© A division of F. Schumacher & Co.

1325 Old Cooches Bridge Rd, PO Box 8080, Newark, DE 19714 info@fsco.com www.fschumacher.com 800-523-1200 Fax 302-454-3247

## ACCOUNT APPLICATION

MAIL or FAX, to the address above: application (3 pages), a **VOIDED BANK CHECK**, and a **copy of your financial statement**.

### BUSINESS INFORMATION

LEGAL BUSINESS NAME

TRADE NAME

BILLING STREET ADDRESS / PO BOX

BILLING STREET ADDRESS SECOND LINE / SUITE NUMBER

CITY STATE ZIP

SHIPPING STREET ADDRESS (PO BOXES NOT ALLOWED)

CITY STATE ZIP

TELEPHONE

FAX

EMAIL ADDRESS

ACCOUNTS PAYABLE CONTACT NAME

ACCOUNTS PAYABLE TELEPHONE

### CREDIT INFORMATION

AUTHORIZED PRINCIPAL/OFFICER, TITLE (SS# FOR PROPRIETORSHIPS)

AUTHORIZED PRINCIPAL/OFFICER, TITLE (SS# FOR PROPRIETORSHIPS)

TERMS REQUESTED: CHECK ONE  CREDIT CARD  NET 30

AMOUNT OF FIRST ORDER \$ \_\_\_\_\_

CREDIT LIMIT REQUESTED \$ \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_ YEAR BUSINESS STARTED \_\_\_\_\_

BUSINESS IS A:  CORPORATION  PARTNERSHIP  PROPRIETORSHIP

STATEMENT REQUIRED?  NO  ON REQUEST  MONTHLY

### BANK REFERENCE

NAME OF BANK

BANK STREET ADDRESS

CITY STATE ZIP

BANK ACCOUNT NUMBER

BANK OFFICER

BANK OFFICER TELEPHONE AND EMAIL ADDRESS

### SUPPLIER REFERENCES

Three active supplier references are required. Applications submitted without account numbers will not be considered.

ACTIVE SUPPLIER NAME TELEPHONE CITY STATE ACCOUNT NO.

ACTIVE SUPPLIER NAME TELEPHONE CITY STATE ACCOUNT NO.

ACTIVE SUPPLIER NAME TELEPHONE CITY STATE ACCOUNT NO.

### CREDIT INFORMATION RELEASE AUTHORIZATION

It is understood and agreed that, F. Schumacher & Co. may contact any of the references, as well as business and consumer reporting agencies for the purpose of establishing credit terms or updating the credit file.

SIGNATURE OF AUTHORIZED PRINCIPAL/OFFICER, TITLE DATE

Applications are subject to review and approval by F. Schumacher & Co., submission does not constitute approval. Bank and financial information will be kept in strict confidence. Incomplete applications cannot be processed and will be returned.

#### INTERNAL USE ONLY

DATE RECEIVED RECEIVED BY

DATE OPENED OPENED BY

D & B RATING FIN. STMT. DATE

TERMS CREDIT LINE

DATE APPROVED APPROVED BY

## TERMS & CONDITIONS OF SALES AGREEMENT

- 1. ACCEPTANCE OF ORDERS.** All orders placed by you are subject to acceptance by F. Schumacher & Co. and our credit department. Each order placed by you and accepted by us is a sale subject to these Terms and Conditions and indicates your assent to these Terms and Conditions unless otherwise mutually agreed in writing.
- 2. PRICES.** Prices to be paid are as listed in our then current Price List or as quoted to you by us, plus applicable taxes, shipping and handling charges. Prices are subject to change without notice. All orders are invoiced at the prices in effect on the date the order is accepted.
- 3. PRICE LIST AND ORDERING GUIDE.** The Price List contains useful and important information about your relationship with F. Schumacher & Co. and is a part of these Terms and Conditions.
- 4. PAYMENT TERMS.** Unless otherwise agreed, terms of payment are net 30 days. Past due accounts will be charged interest at the rate of 1½ percent per month on the past due balance, or, at the highest rate permitted by applicable state law, whichever is less.
- 5. CANCELLATION.** Custom or special orders may not be cancelled by you for any reason. Other orders can only be cancelled prior to shipment. In the event that you cancel an order, you are responsible for any applicable charges.
- 6. FORCE MAJEURE.** We shall not be liable for any delay in delivery or failure to deliver any or all of the products if such delay or failure is caused by lockouts or other labor disputes, production interruptions or limitations, shortages or late delivery of raw materials, Acts of God, or other causes beyond our control.
- 7. TITLE; RISK OF LOSS.** Unless otherwise agreed, all products are shipped F.O.B. shipping point. Title and risk of loss pass to you upon delivery to the carrier.
- 8. COMMON CARRIERS.** Shipments made direct from our warehouse to you or your customer will be made on common carriers licensed by the ICC. If the carrier requires such shipments made on a prepaid basis, we will bill you for such charges and a handling fee. It is your or your customer's responsibility to inspect all products before signing for shipment and to note any damages on the freight bill. It is your or your customer's responsibility to file any damage claims with the carrier. However, where possible, we will render reasonable assistance in settling claims.
- 9. INSPECTION.** You have 30 days to inspect the goods and notify us of any visible defects or non-conformity. If during the thirty days you do not inform us of any visible defects or non-conformity, or you use or resell the goods, or you fail to inspect the goods, it shall be concluded that the goods delivered were conforming.
- 10. WARRANTY; CLAIMS.**
  - 10.1** - We warrant that the products we sell will at the time of delivery be free from defects in manufacturing and workmanship, other than defects that are within accepted industry norms. This warranty shall be effective for a period of one year from the date of delivery of the products. You are expected to promptly inspect the products for defect upon delivery and prior to installation or other processing of the products as specified in Paragraph 9 above. We will not take any action on a claim unless and until you have sent us a written report, within the one-year warranty period specifying the nature of the defect. If we determine the claim to be valid, we will, at our option, either replace free of charge any defective product or reimburse you for your cost for such product. THIS IS YOUR EXCLUSIVE REMEDY FOR BREACH OF OUR WARRANTY. This warranty applies only if such defective product was subjected to normal use and for the purpose for which it was intended and if the product was properly handled, stored, installed and maintained in accordance with industry standards and/or written instructions.
  - 10.2** - This warranty shall not apply after products have been cut, installed or otherwise processed, except in the case of hidden defects that could not be detected by inspection of the products. Claims and returns are also subject to the restocking charges and other limitations set forth in the Price Book. No return of merchandise will be accepted without a proper written return authorization. Return of merchandise must be made within 30 calendar days from the date of return authorization.
  - 10.3** - We expect you to represent, sell and service our products in a manner consistent with generating consumer good will towards our products and brands. If you offer for resale to consumers, you agree that original consumer purchasers of the product shall be afforded the benefits of this warranty. However, we shall not be bound or held responsible for any greater or additional warranty terms you may decide to extend to your customers for our products. Unless authorized to do so by us, you shall not instruct any of your customers to contact us directly with respect to a warranty claim. If we observe a pattern of repeated unwillingness on your part to provide at least the level of service and performance contemplated under this warranty, we may terminate our business relationship with you.
  - 10.4** - If you purchase products from us that were manufactured, processed and/or packaged in accordance with your specifications, and such specifications deviate from our normal and accepted standards, then, regardless of anything contained in this Paragraph 10 to the contrary, we will not accept returns or warranty claims resulting from our compliance with your specifications.
  - 10.5** - Photographs, illustrations, cuttings or samples furnished by us are offered as approximations only and we can not guarantee that products will exactly match the color or shade of items depicted in our sample books, website or illustrations. We shall not be liable for any claims based on color mismatch from different dye lots or print runs once the product has been cut installed or processed by you in any way.
  - 10.6** - EXCEPT FOR THE WARRANTIES CONTAINED IN THIS PARAGRAPH 10, WE MAKE NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS EITHER EXPRESS OR IMPLIED. WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, COST, LABOR OR OTHER CHARGE OR EXPENSE (WHETHER DIRECT, INDIRECT, SPECIAL CONSEQUENTIAL OR INCIDENTAL) SUFFERED OR INCURRED BY YOU OR ANY OF YOUR CUSTOMERS.
- 11. MARKETING POLICY.** You acknowledge that you have received a copy of the F. Schumacher & Co. Marketing and Advertising Policy (the "Marketing Policy") a copy of which is also contained in our Price List. You agree that, in consideration of being an F. Schumacher & Co. account, you shall abide by the terms of the Marketing Policy, as they may be modified from time to time upon notice to you. The Marketing Policy is incorporated by reference and is an integral part of this Agreement. We will use our best efforts to ensure that all of our accounts comply with the Marketing Policy to the mutual benefit of you and F. Schumacher & Co.
- 12. COPYRIGHT.** The designs featured on the products sold under this Agreement ("Designs") are subject to copyright protection and/or are the sole and exclusive property of F. Schumacher & Co. You shall not have the right, and agree not, to copy, reproduce, modify, adapt or otherwise use the Designs, whether directly or indirectly, other than as a purchaser of the products.
- 13. REMEDIES.** You acknowledge and agree that we would have no adequate remedy at law for your breach of Paragraph 12 above or of our Marketing Policy. You agree that, in the event of any such breach, we shall be entitled to equitable relief by way of temporary and permanent injunction and such other and further relief as any court of competent jurisdiction may deem just and proper. Such relief shall be in addition to and not in substitution of any other remedies available to us.
- 14. SEVERABILITY.** A holding that any term or condition of this Agreement is void and unenforceable shall not render void or unenforceable any other terms or condition of this Agreement.
- 15. COMPLETE AGREEMENT.** These Terms and Conditions, together with our Account Application, Price List, Marketing Policy and invoices, constitute the entire Agreement between you and F. Schumacher & Co. and replace all prior written or oral understandings, representations or agreements. This Agreement may not be modified, amended or waived orally. No other terms submitted by you shall be binding unless signed by us. Course of performance or course of dealings shall not affect the interpretation of this Agreement.
- 16. GOVERNING LAW; JURISDICTION.** This Agreement shall be interpreted in accordance with and governed by the laws, including the Uniform Commercial Code, of the State of NY, without regard to its conflict of laws principles. You hereby consent to the jurisdiction of the State and Federal Courts sitting in NYC.

SIGNATURE OF AUTHORIZED PRINCIPAL/OFFICER

DATE

PRINT NAME

TITLE

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## MULTI-JURISDICTION SALES & USE TAX CERTIFICATE

### Purchaser hereby certifies to F. Schumacher & Co. that:

The purchaser holds valid permit(s) issued under the Sales and Use Tax Act of the state(s) listed below and that any such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leases or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

DESCRIPTION OF BUSINESS

DESCRIPTION OF PRODUCTS TO BE PURCHASED FROM SELLER

### ENTER PURCHASER STATE REGISTRATION, SELLER'S PERMIT OR ID NUMBER:

AL	KY	ND
	<b>COMPLETED STATE FORM REQUIRED</b>	
AK	LA	OH
	<b>COMPLETED STATE FORM REQUIRED</b>	
AZ	ME	OK
AR	MD	OR
	<b>COMPLETED STATE FORM REQUIRED</b>	<b>COMPLETED STATE FORM REQUIRED</b>
CA	MA	PA
CO	MI	RI
<b>COMPLETED STATE FORM REQUIRED</b>		
CT	MN	SC
DE	MS	SD
DC	MO	TN
<b>FLORIDA DR-13 FORM REQUIRED</b>		
FL	MT	TX
GA	NE	UT
HI	NV	VT
		<b>COMPLETED STATE FORM REQUIRED</b>
ID	NH	VA
IL	NJ	WA
<b>COMPLETED STATE FORM REQUIRED</b>		
IN	NM	WV
	<b>COMPLETED STATE FORM REQUIRED</b>	
IA	NY	WI
KS	NC	WY

Under penalties of perjury, I swear or affirm that the information on this form is true, correct as to every material matter, and we will assume liability for the payment of any tax that may be due under the Sales Excise and Use Tax Act if this transaction is not exempt from such tax.

LEGAL BUSINESS NAME

SIGNATURE OF AUTHORIZED PRINCIPAL/OFFICER

ADDRESS

TITLE

DATE

CITY

STATE

ZIP

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## ACCOUNT SALES REP FORM – INTERNAL USE ONLY

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### ACCOUNT HOLDER INFORMATION

LEGAL BUSINESS NAME

TRADE NAME

TELEPHONE

SCHUMACHER ACCOUNT NUMBER

CUSTOMER TYPE

Has this owner, business (or any division of it) ever **purchased or done business with F. Schumacher & Co. in the past?**

NO  YES (If YES, provide details)

Does this business have **any other locations currently doing business with us?**

NO  YES (If YES, provide details)

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### SALES REP INFORMATION

SALES REP FIRST AND LAST NAME

SALES REP TELEPHONE / AUDIX NUMBER

SALES REP ACCOUNT NUMBER

SALES DIVISION

SALES TERRITORY NUMBER

AUTHORIZED SALES REP SIGNATURE

DATE

SALES MANAGER / DIVISION HEAD SIGNATURE

DATE

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Has the business been provided the “**MULTI-JURISDICTION SALES & USE TAX CERTIFICATE**” to obtain registration numbers for all of the states they are registered in?

NO  YES

If NO, advise the customer that when shipping into a taxable state that F. Schumacher & Co. is registered in, that we are forced to collect tax unless we have documentation on file.

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### SPECIAL BILLING INSTRUCTIONS

Double roll billing, PO #, Department #, Store #, etc. (If the customer has provided printed billing instructions include a copy.)

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### SPECIAL SHIPPING INSTRUCTIONS

Double roll ordering, routing instructions, etc. (If the customer has a routing guide include a copy.)