



**CREDIT AGREEMENT**



**FOR OPEN ACCOUNT**

**CONTACT**

**WEB:** [winstedcustom.com](http://winstedcustom.com)  
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**TEL:** 800.237.5606 or 770.840.0880  
**FAX:** 770.840.9685  
**ADDRESS:** 1750 Breckinridge Pkwy, Suite 100  
Duluth, GA 30096-7576 USA



# CREDIT AGREEMENT

THANK YOU FOR YOUR INTEREST IN OUR PRODUCTS AND SERVICES.

**PLEASE TYPE OR PRINT LEGIBLY**

Date \_\_\_/\_\_\_/\_\_\_\_\_

Full Legal Company Name \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Type of Business \_\_\_\_\_ Length of time in business \_\_\_\_\_

Number of Employees \_\_\_\_\_ Accounts Payable Contact & Email \_\_\_\_\_

State Resale # \_\_\_\_\_ Federal ID# \_\_\_\_\_

Business Form: C-Corp \_\_\_\_\_ S-Corp \_\_\_\_\_ LLC \_\_\_\_\_ LLP \_\_\_\_\_ Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_

**OFFICERS & OWNERS:**

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**TRADE REFERENCES:**

NOTE: Please include fax numbers on your references. This will help facilitate the processing of your credit application.

1. Name \_\_\_\_\_ Fax# ( \_\_\_\_\_ ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. Name \_\_\_\_\_ Fax# ( \_\_\_\_\_ ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3. Name \_\_\_\_\_ Fax# ( \_\_\_\_\_ ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**BANK REFERENCES:**

Bank Name \_\_\_\_\_ Fax# ( \_\_\_\_\_ ) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Checking Account # \_\_\_\_\_ Any Loans? \_\_\_\_\_

Officer's Name \_\_\_\_\_

Name of Previous Business \_\_\_\_\_

*Should credit be granted by seller, all credit shall be extended at the sole discretion of seller.  
Seller may increase, decrease or terminate any credit availability at any time within its sole discretion.*

**\*\*PLEASE ATTACH AN EXEMPT/RESALE CERTIFICATE IF PURCHASES ARE EXEMPT\*\***



# CREDIT AGREEMENT

Payment terms for new customers without Winsted approved credit will be credit card or cash in advance.

Payment terms for new customers with approved credit references will be net 30 days.

**(Terms are from date of invoice.)**

New orders will not be shipped if there are past due invoices on the account.

### TERMS AND CONDITIONS:

I certify that this information is correct, accurate, and complete and that we are solvent and able to pay for all products and service provided by Seller (Technical Interiors DBA Winsted Custom Division) to us. I understand that Seller will rely on this information for the extension of credit. Applicant recognizes that Seller may, from time to time, obtain credit reports and/or information for the purpose of extending open credit terms. Applicant agrees to pay any service/finance charges that may accrue on any unpaid balance, at the highest rate allowed by law or no less than 1.5% per month. Additionally, Applicant understands and agrees that Applicant shall be responsible for all actual collection fees and costs, all actual litigation of any actual delinquent amount owed by Applicant to Seller, where allowed by law.

If legal action is required because of a delinquent account, all legal expenses will be paid by the Applicant. The Applicant consents to Minnesota law, jurisdiction and venue. Applicant agrees to pay for all purchases according to the terms of Seller. No other credit terms or condition of purchase orders different from the terms of the Seller will become part of any sales agreement, purchase orders, or other documents unless approved specifically in writing by Seller. Payments may be applied against balances at the discretion of Seller.

ARBITRATION. The Parties agree that any dispute or claim between them, whether related to this Agreement or otherwise, may be resolved by binding arbitration under the Code of Procedure of the National Arbitration Forum and any Award of the Arbitrator(s) may be entered as judgment in any court of competent jurisdiction. The person(s) signing this agreement certify that they have read and agree to all of the foregoing, and that all of the information contained herein and provided in this application and any attachments is true and correct to the best of their information, knowledge, and belief.

A signed Facsimile or emailed copy of this agreement shall be deemed an original by the applicant and Winsted Corporation.

### APPLICANT:

**Please take a moment and tell us how your heard about the Winsted Custom Division?**

SIGNED: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

ECOA NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derived from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.





# CREDIT AGREEMENT

## **ORDERING:**

For faster service or for additional product information, please fax, call, email or write us at:

## **WINSTED CUSTOM DIVISION**

Suite 100  
1750 Breckinridge Pkwy  
Duluth, GA 30096

**TEL:** (770) 840-0880

**FAX:** (770) 840-9685

## **TERMS OF SALE:**

Terms are net 30 days. Outstanding past due balances will be subject to a finance charge of 1-1/2% per month. New orders will not be shipped while there is a past due balance.

## **SHIPPING:**

All shipments are F.O.B. Atlanta, GA. Every attempt will be made to ship your order as soon as possible via the most direct and economical way. If a specific carrier is preferred, the purchase order must be clearly marked.

## **LIABILITY:**

No liability is assumed by our company for damage and/or injury resulting from use of products supplied by this company.

## **CREDIT:**

For new accounts that have not established credit with Winsted, sufficient time should be allowed to obtain proper credit information. Please be sure to provide your bank and at least two trade references with initial order. If immediate shipment of order is desired, send check for full amount with order.

**NOTE: Special order merchandise and large orders will require 50% cash in advance before shipping.**

## **DROP-SHIPMENTS:**

Winsted will ship an order directly to an authorized dealer's customer. Drop shipments are sent pre-paid. Freight, handling and insurance charges are added to the invoice.

## **FREIGHT SHORTAGES OR DAMAGES:**

All shipments using a Winsted authorized carrier should be inspected carefully upon receipt. Before signing the freight bill, have the delivering carrier note any damage, shortage or loss in writing on the freight bill. Concealed damage must be reported to Winsted within 15 days. Failure to do so places responsibility for loss with the consignee.

**NOTE: If using your own carrier, all claim settlements are your responsibility.**

## **RETURNED GOODS:**

No merchandise may be returned without prior consent. Custom items will not be accepted on a return. Call toll-free (800) 237.5606 to our Customer Service Department and obtain a 'Return Authorization Number'. All returns are to be prepaid. All returned merchandise is subject to a 15% restocking and rehandling charge. Credit will be issued provided products are returned in undamaged condition.

## **SATISFACTION GUARANTEE:**

Winsted products are guaranteed to be free of manufacturing defects. If any product is determined to be unsatisfactory, call our Customer Service Department toll-free (800) 237.5606. Our policy is that you must be completely satisfied with our products.

## **TECHNICAL INTERIORS:**

A wholly - owned subsidiary of Winsted Corporation.

\*\*All terms, conditions, specifications and prices are subjected to change without notice\*\*