



ACCOUNT REGISTRATION AND CATALOG REQUEST FORM

Thank you for your interest in The Rug Market America. Please complete this registration and request form so that we may be of better service to you.

Name: _____ Title: _____

Company: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____ Phone(2): _____ Fax: _____

E-Mail: _____ Website: _____

TYPE OF INDUSTRY :

- 1-2. Accent / Lifestyle
- 3. Furniture
- 4. Juvenile
- 5. Floor Covering
- 6. Designer
- 7. E-commerce
- 8. Furniture Chain
- 9. Catalog
- 10. Apparel
- 11. Discounter
- 12. Dep./Specialty Store
- 13. Hospitality

TYPE OF BUSINESS :

- Wholesale
- Retail
- Designer
- Others (Pls. Specify): _____

NUMBER OF OUTLETS:

WHAT PRODUCT CATEGORY ARE YOU INTERESTED IN?

- Home Furnishing / Lifestyle
- Juvenile / Kids
- Accent

WHAT ARE YOUR BESTSELLING PRODUCTS?

- 1) _____
- 2) _____
- 3) _____

WHAT OTHER RUG LINE(S) DO YOU CARRY?

- 1) _____
- 2) _____
- 3) _____

HOW DID YOU HEAR ABOUT THE RUG MARKET AMERICA?

- Rug Market Sales Representatives
- Industry Magazine
- Trade Show (Location): _____
- Website
- Other _____

Documents requested

PAYMENT METHOD:

Via Fax 310-841-0126, Email credit@therugmarket.com or mail

- Copy of Resale Certificate and Federal ID#
- Completed Registration and Catalog Request form
- Completed Credit Application form (if applying for terms)

- Cash
- Check
- Credit Card

*There is a \$15.00 charge for catalogs that will be credited to your first order.

I authorize The Rug Market to charge the cost of the catalog (\$ 15.00) to my account.

Signature

Card Number

Expiration Date

Date Completed: _____

Sales Rep: _____



CREDIT APPLICATION

I. COMPANY INFORMATION

COMPANY NAME: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TEL. NO.: _____ FAX NO.: _____ E-MAIL: _____

TYPE OF BUSINESS: Wholesale Retail Designer Others NO. OF OUTLETS _____

ESTIMATED ANNUAL SALES: _____ YEARS IN BUSINESS: _____

BUSINESS IS: Sole Proprietorship Partnership Corporation

NAME OF PRINCIPALS:

| NAME | TITLE | ADDRESS |
|-------|-------|---------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

II. BANK REFERENCE

BANK NAME: _____

CHECKING SAVINGS

Address: _____

City: _____ State: _____ Zip code: _____

Tel.#: _____ Fax.#: _____

III. TRADE REFERENCES

PLEASE ATTACH THREE (3) OR MORE TRADE REFERENCES AND THEIR DETAILS.

IV. FEDERAL TAX ID AND/OR COPY OF RESALE LICENSE

IV. IF YOU ARE PAYING BY:

MASTERCARD VISA AMEX DISCOVERY

CARD #: _____ EXP.: _____

SIGNATURE: _____

Please check if you want to give us blanket authorization to use this credit card for future or back orders.

TERMS and CONDITIONS

Minimum Opening Order is \$500.00. Minimum Reorder is \$250.00, Under Minimum Charge is \$50.00, Drop Ship Charge is \$15.00. We accept Credit Cards (VISA, MASTERCARD, DISCOVERY or AMERICAN EXPRESS), or NET30 Terms based on approved credit. Return Authorization # is required for returns. Refused or returned merchandise are subject to 25% Re-Stocking Fee plus freight. Our liability is limited to the value of the product. ALL prices and terms and conditions are subject to change without prior notice.

We certify that above information is true and correct. We authorize The Rug Market and/or those acting on The Rug Market's behalf to investigate the references/information provided in this application. We agree to pay all costs including, but not limited to, interest, attorney fees and collection fees should we fail to pay within credit terms.

GOVERNING LAW. By signing below, I agree that this agreement, including its validity, interpretation, performance, operation and enforcement, shall be governed by the laws of the State of California. I further agree that venue for any action brought for breach of this agreement shall be exclusively in the Superior Court for the County of Los Angeles, California.

Signature (Authorized Signature Only) Title _____ Date _____



TERMS AND CONDITIONS

1. Minimum opening order is \$750.00. Re-order is \$250.00. Under minimum fee is \$50.00. Drop ship charge is \$15.00. Handling fees: Effective immediately there will be a \$3 surcharge fee for all small parcel shipments. Furthermore, there will be a minimum of \$20 handling fee for large shipments less than truckload. These fees will be reflected as handling fees at the bottom of the invoice. By providing us your account numbers with your preferred carriers, handling fees mentioned above shall be waived.
2. Delivery dates shall be deemed to be an estimate only. The Rug Market (hereinafter "Company") shall not be liable for any failure to deliver or any delay in delivery resulting from any cause of reason whatsoever including, without limitation, and delay caused by acts of God, fires strikes or differences with workmen, floods, epidemics, governmental rules or regulations, wars, police actions or embargoes, riots, rebellions, and the Company shall not be liable for any losses or damages, direct, indirect, special, consequential, incidental or otherwise, that may arise out of the Company's failure to meet delivery dates.
3. Immediately upon the breach by the Purchaser of any provisions of any agreement with the Company or failure of the Purchaser to meet any payment schedules or credit or other financial requirements which may, from time to time, be requested by the Company, the Company shall have the right at any time and without incurring any liability to Purchaser to (i) cancel any purchase order previously accepted by the Company, or (ii) refuse or delay the shipment of goods.
4. OUR COMPANY MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS EXCEPT THAT THE GOODS CONFORM TO THE SIZE AND DESCRIPTION SPECIFIED HEREIN. IN THE EVENT ANY GOODS ARE NOT AS WARRANTED, THE COMPANY'S SOLE OBLIGATION SHALL BE TO REPLACE, AT ITS OPTION, SUCH GOODS, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS.
5. Claims for defects must be made in writing within thirty (30) days after receipt of goods have been converted or any manner changed from their original condition, and unless such claims have been made in conformity with the foregoing provisions the Company shall not be liable to the Purchaser, and the Purchaser shall not be entitled to reject the goods or cancel this contract.
6. Purchaser shall not make deductions of any kind from any invoices becoming due to the Company unless the Purchaser shall have received credit memorandum from the Company authorizing such deduction.
7. Goods shall not be returned without prior written authorization from the Company. Goods returned without written approval constitute Purchaser's authorization for Company to sell the goods for Purchaser's account, however, Purchaser shall continue to be liable for the entire balance of account. Company shall retain 25% of any sums received upon the sale of the goods as a fee to cover expenses, etc.
8. Any terms, provisions or conditions submitted by the Purchaser to the Company inconsistent herewith or in addition hereto shall have no force or effect and all purchases shall be governed by the Terms and Conditions hereof and any written agreement in effect between the Purchaser and the Company.
9. Notwithstanding any Purchaser instructions to the contrary, the Company, in its sole discretion, may apply any payments received from Purchaser to such invoices that the Company deems advisable.
10. Purchaser shall bear all costs and expenses imposed by the Company and all overseas import duties incident to sale and shipment of the goods.
11. Any occurrence which, directly or indirectly, delays or prevents the Company's performance will suspend Company's performance during the period that said cause or circumstances continues, and will, at Company's option, extend its time of performance by any amount of time equivalent to such delay.

12. Delivery of goods to a common carrier or licensed trucker is F.O.B. and will constitute delivery to the purchaser and all risks of loss or damage in transit will be borne by the Purchaser who shall be solely responsible for making claims for such loss or damage to the carrier or trucker. Company's customary bill of lading provides for limited insurance coverage declared at \$125.00 per CST. Purchaser should notify Company in writing or any additional insurance requested.
13. Company may make partial shipments on account of purchase orders, which shipment shall be separately invoiced and paid for when due, without regard to subsequent deliveries.
14. If Purchaser shall default in the payment of any indebtedness when due and such default shall continue for ten (10) days after written notice shall have been given to Purchaser then all of the liabilities and obligations of the Purchaser to the Company whether then due or not, shall at the option of the Company and without further notice, become immediately due and payable.
15. If the Company engages an attorney to enforce the provisions hereof or to obtain payment hereunder, Purchaser agrees to pay all legal expenses including reasonable attorney's fees that the Company may incur.
16. The invalidity of any provision hereof shall not affect the validity of the remaining provisions hereof, but this purchase order shall be construed as if not containing the provision held invalid and the remaining provisions of this purchase order shall remain in full force and effect.
17. It is hereby irrevocably agreed that all actions, suits or proceedings between the Company and Purchaser arising out of, inconnection with or relating to this order, or the interpretation, performance or breach thereof, shall be litigated in the Supreme Court of the State of California, County of Los Angeles or the United States District Court for the Southern District of California except that the Company may institute and prosecute to judgment in any court of competent jurisdiction an action, suit or proceeding to effect collection of any monies due to the Company and Purchaser shall reimburse the Company for all costs and expenses (including attorney's fees) incurred. Purchaser hereby consents to the jurisdiction of said State Supreme Court and United States District Court and agrees that if litigation is commenced in such Court. Purchaser does hereby waive personal service of all process upon Purchaser on the condition that all such process is served personally or by registered or certified mail directed to Purchaser at the address indicated on the reverse side hereof and does hereby waive the right to transfer or change the venue of any such litigation.
18. This agreement shall be deemed to have been made in and fully performed in the State of California and shall be governed and construed in accordance with the laws of the State of California.

It is understood that by signing the space below, I have acknowledge that I have read and understood the Terms and Conditions stated above.

Printed name and Signature

Date