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COMMERCIAL ■ RESIDENTIAL

CONFIDENTIAL

CREDIT APPLICATION AND AGREEMENT

Business Information (Applicant)			Description of Business		
Name of Business			In Business Since Fein/Fed Tax ID #		
Legal Name (if different)			Business Structure/State		
Address			<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Division/Subsidiary: Parent Company <input type="checkbox"/> Limited Liability Entity (Specify) _____		
City	Fax No.				
State	Zip	Phone No.	State where formed &/or Registered		
Website	E-mail				
Bill to Address			Installation Address		
Name of Business			Name of Business		
Address			Address		
City	State	Zip	City	State	Zip
Company Principals Responsible for Payment					
Name	Title	Address	City/State	Zip	Phone
Name	Title	Address	City/State	Zip	Phone
Name	Title	Address	City/State	Zip	Phone
Purchasing Policy: Purchase Order Required Yes () No ()			Special Terms: COD () CREDIT CARD () CIA ()		
BANK REFERENCES					
Name of Bank			Name of Contact		
Branch			Address		
Checking Account No.			Telephone Number		
TRADE REFERENCES					
FIRM NAME	CONTACT	FAX / TELEPHONE NUMBER	ACCOUNT OPEN SINCE		

TERMS ON BACK ARE PART OF THIS AGREEMENT. DO NOT SIGN WITHOUT READING TERMS ON BACK.

CONFIRMATION OF INFORMATION ACCURACY AND RELEASE OF AUTHORITY TO VERIFY

I hereby certify that the information in this credit application is correct. The information included in this credit application is to be used to determine the amount and conditions of credit to be extended. I understand that the other sources of credit necessary in making the determination may also be used. Further, I hereby authorize the bank and trade references listed in this credit application to release the information necessary to assist in establishing a line of credit. I further certify that Applicant has the present ability to pay any orders placed and will place no orders unless Applicant has the ability to pay.

✓ _____ Title _____ Date _____
 Signature of Applicant
 ✓ _____
 Print Applicant Name

POLICY STATEMENT: INITIAL ORDER FROM NEW ACCOUNTS WILL NOT BE PROCESSED
UNLESS ACCOMPANIED BY THE ABOVE REQUESTED INFORMATION
TERMS: NET 30 DAYS FROM DATE OF INVOICE UNLESS OTHERWISE STATED.

OFFICE USE ONLY: SALES CODE _____ TYPE OF BUSINESS: AP _____, CO _____, RE _____, HOU _____

CREDIT TERMS: If credit is extended, the undersigned agrees to pay all sums due in full within thirty (30) days of invoice date. Outstanding balances will carry interest at the rate of 1 1/2% per month or the highest rate permitted by law, whichever is less. This agreement is expressly limited so that under no contingency or event whatsoever shall the interest charged in this Agreement exceed the lawful highest rate permissible under applicable law. If the fulfillment of any provision of this Agreement, at any time, shall involve transcending the limit of validity prescribed by statute or which a court of competent jurisdiction may deem applicable, then ipso facto, the balance due shall be reduced to the limit of such validity. If from any circumstance, **MC FLOORING INC. shall ever receive as interest an amount which would exceed the highest lawful rate, any such amount in excess of the lawful rate and/or amount shall be applied to reduction of the unpaid principal balance due and not the payment of interest.**

ATTORNEY FEES/ COLLECTION COSTS: In the event any balance due from Applicant is turned over to a collection agency and/or an attorney for collection, the undersigned agrees to pay in addition to the balance due any reasonable attorney's fees which the undersigned agrees to be a minimum of 25% of the balance due if no lawsuit is filed and 50% of the balance if a lawsuit is filed.

CREDIT CHECK: The undersigned hereby grants MC FLOORING INC. permission to check the Applicant's credit.

BUSINESS PURPOSE: The undersigned represents that the credit contemplated by this Agreement will be extended for **BUSINESS PURPOSES ONLY** and not for any personal, household or family use.

CONTROLLING TERMS, LAW, VENUE AND JURISDICTION, WAIVER OF JURY TRIAL: The laws of the State of Kansas shall govern all terms of this Agreement. The undersigned hereby consents to venue and jurisdiction in Johnson County, Kansas. **ALL PARTIES HERETO EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.** Regardless of any terms in any purchase order submitted by Applicant for purchase of any goods from **MC FLOORING INC. following the date of the Application, Applicant agrees that the terms of this Application** shall control, except upon written notification signed by both parties.

WARRANTIES: The individuals signing hereby represent the business has adequate funds to pay any balance due for purchases from MC FLOORING INC. and promise to notify MC FLOORING INC. in the event that the business will not have adequate assets to pay for future or current purchases.

ALL WARRANTIES OF MERCHANTABILITY, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ALL EXPRESS AND IMPLIED WARRANTIES AND ALL OTHER WARRANTIES OF ANY KIND OR TYPE ARE HEREBY DISCLAIMED AND WAIVED EXCEPT FOR ANY EXPRESS WRITTEN WARRANTIES DELIVERED WITH EITHER THE PRODUCT OR THE INVOICE ANY AND ALL REMEDIES AND/OR DAMAGES AGAINST MC FLOORING INC. FOR THE PRODUCT SHALL BE LIMITED TO THE COST OF THE PRODUCT. IN NO EVENT SHALL MC FLOORING INC. BE LIABLE TO APPLICANT FOR ANY CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES.

RETURN/REFUND/CANCELLATION: Applicant recognizes that any non-stock order placed with MC FLOORING INC. is a special order manufactured exclusively for Applicant. Therefore, **NO RETURNS OR REFUNDS** will be made once mill production/manufacturing has begun. **CANCELLATION** will only be allowed up to the time mill production begins, and any cancellation shall require a 25% cancellation fee based on the order placed by Applicant. On stock orders placed with MC FLOORING INC. - **CHANGES OR CANCELLATIONS** will only be allowed if request is received from the **Apartment Manager** no later than 8:00 a.m. the day before the scheduled installation.

PERSONAL GUARANTY

I hereby **GUARANTEE PAYMENT OF ANY SUMS DUE TO MC FLOORING INC. FROM THE ABOVE APPLICANT** for any reason and at any time. MC FLOORING INC. may proceed against me without proceeding against the above Applicant. I hereby waive any and/or all rights to receive any notice. I voluntarily authorize MC FLOORING INC. and/or anyone anyone on Its behalf, including collection agents and/or attorney, to obtain a credit bureau report on me, at any time, in connection with granting, extending, or authorizing credit as requested above, and/or for collection of any amounts due from Applicant. **I also hereby adopt, accept and agree to all terms stated above and agree to all those terms personally.**

✓ _____ Guarantor Signature	✓ _____ Guarantor Name Printed	✓ _____ Social Security Number
✓ _____ Street Address	✓ _____ City State Zip	
✓ _____ Co-Guarantor Signature	✓ _____ Co-Guarantor Name Printed	✓ _____ Social Security Number
✓ _____ Street Address	✓ _____ City State Zip	