



NEW ACCOUNT REQUIREMENTS

T & L Distributing is Wholesale Only. We Are Not Open To The General Public.

RETAIL FLOORING ACCOUNTS – RESIDENTIAL/COMMERCIAL BUSINESSES

- Must Have A Retail Store Location In a Commercial (Non Residential) Area.
- Must Be Open To The Public For Retail Business During Traditional Business Hours.
- Must Have A Showroom Area For Displays And Samples Of T&L Products. Retail Flooring Must Be The Primary Business Of The Location.
- Must Complete The T&L Account Application And Provide Current Flooring Suppliers.
- T&L Prefers References To Be Distributors That Will Share Account Information Via Phone, Fax Or E-Mail.

BUILDER/MULTI-FAMILY/COMMERCIAL ACCOUNTS

- Must Have A Place Of Business Located In A Commercial Area - Must Be Actively Involved as A Flooring Contractor as The Primary Business.
- Must Be Willing To Sample And Promote T&L Products.
- Must Complete T&L Account Application And Provide Current Flooring Suppliers.
- T&L Prefers References To Be Distributors That Will Share Account Information Via Phone, Fax Or E-Mail.

T&L's Management Reserves The Right To Decline A Business Application Due to Market Conditions.

It Is Not T&L's Policy To Open Accounts For Builders, Architects, General Contractors, Remodeling Companies, Or House Flipping Companies.

**Houston
Austin
Dallas
San Antonio
Baton Rouge
Oklahoma City
Memphis
Little Rock
Lubbock
El Paso**

BANK CREDIT INFORMATION:

_____ _____ _____
 Bank Name Checking Account No. Fax No.

CREDIT TERMS AND POLICY:

1. The payments will be made in accordance with the terms so stated on each invoice. Discounts taken but not earned will not be allowed and will remain on the account.
2. A past due amount means that future shipments may be on C.O.D. basis until the account is re-opened. This is applicable even if the account is within the confines of the credit limit.
3. Returned checks will be assessed a return fee, which maybe invoiced to the customer account in question.
4. In the event of non-payment – whether placed with an agency or attorney for collections – the person, firm, or corporation to whom open account was extended is responsible for any and all costs of collections.
5. Advance written notice will be given to T & L Distributing of any change in the business structure and / or ownership. In other words incorporation changed ownership or added shareholders, etc. Without such written notice the original principals to who credit was extended shall remain liable even after the change. Notice is to be given by certified or registered letter and acknowledged by return receipt.
6. Credit policies are subject to change from time to time at the discretion of the credit department. Upon acceptance of the application and the issuance of an open line to credit, THE CUSTOMER agrees to abide by the credit policies of T & L Distributing.
7. Permission is granted as evidenced by my (our) signature(s) below, T & L Distributing or its agents to contact the references listed heron, or any other source for the purpose of obtaining credit information. The creditor, bank, or lending institution contacted has my (our) permission to furnish T & L Distributing any and all information requested.
8. The foregoing application, statements herein and accompanying financial statements are correct, true and complete were proved to induce T & L Distributing to extend open credit to the person, firm or corporation applying.
9. Materials accepted for return may be subject to a 20% restocking charge, at the discretion of T & L Distributing.
10. Purchaser agrees to examine all invoices and statements promptly upon receipt and to notify seller immediately of any failure of delivery, shortage, discrepancy, or error, and further agrees that such invoice or statement shall be presumed correct unless he or it shall notify seller in writing of such failure of delivery, shortage, discrepancy, or error within thirty (30) days of his or its receipt of such invoice or statement, which shall be presumed to have been received on or before the fifteenth (15th) day of the month succeeding purchases. Purchaser agrees to immediately examine shipment and agrees to notify seller promptly of any errors in shipment and of any defective material supplied. Use of material shall constitute a waiver of any error in shipment or defect in material, which might have been determined by a prompt and diligent inspection thereof.

CLAIMS POLICY:

1. No claims will be accepted on merchandise cut or installed with visible defects. The customer is responsible for inspection of all merchandise prior to installation for correct style, color, quantity, and dye lot.
2. Cut orders are not subject to cancellation once a cut is made.
3. Claims will not be accepted on merchandise sold as mill seconds, remnants, closeouts or “as is” goods.
4. Claims will not be accepted on material installed with different dye lots.
5. If an independent inspection of installed merchandise is necessary; T & L Distributing reserves the right to hire an inspection service of its choosing to make a determination.
6. Unauthorized deductions from remittances are subject to charge back, plus interest, and loss of cash discounts. If such deductions are not collected legal action may be taken.

I/We authorize any government agency, be it federal, state, or county to furnish information to T & L Distributing.
 NOTICE: DO NOT SIGN AGREEMENT UNTIL YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS THEREOF.

If husband & wife are both employed by company, both should sign here.
If proprietorship, husband & wife should sign.
If Corporation, all officers should sign.
If limited Liability Company, all members / managers should sign.

| | |
|-------------|--------------|
| | |
| Name | Date |
| | |
| Name | Title |
| | |

ALL APPLICATIONS MUST BE SIGNED - COD OR LOC

PERSONAL GUARANTEE

ONLY IF REQUESTING LINE OF CREDIT PLEASE FILL OUT PERSONAL GUARANTEE

In order to induce T & L Distributing to extend credit to _____
 I hereby guarantee the payment of any account due or to become due by said corporation, partnership, limited liability company, or proprietorship to T & L Distributing. This guarantee shall include past due balances, current balances, service charges and future sales and credit hereafter extended and fees hereafter incurred. This guarantee shall remain in full force and effect until revoked in writing by registered mail-return receipt **and shall not be limited by the amount of the credit limit.** Revocation of the guarantee does not relieve obligation to pay balance owed whether or not demand for same has been made. In the event T & L Distributing institutes legal action to enforce this Personal Guarantee the undersigned agrees to pay all cost of collection, including reasonable attorney’s fees. This guarantee is joint and several for each guarantor here under and with any other guarantor of the account.

Individually and as Guarantor:

| | |
|---|-----------------------|
| <i>If husband & wife both employed by company, both to sign here.</i> | |
| <i>If proprietorship, husband & wife should sign.</i> | |
| <i>If partnership, all partners should sign.</i> | |
| <i>If Corporation, all officers should sign.</i> | |
| Name: | Date: |
| Social Security # | Date of Birth: |
| | |
| Name: | Date: |
| Social Security # | Date of Birth: |
| | |

Authorized Buyer's Information:

Date: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Dear Customer: #

**If you require an authorized buyer's list, please list all the names below.
Fax this list back to (713) 980-8839 or Email to Accounts@tldistributing.com**

| | |
|--|--|
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Any additional buyer's please list on separate page

Signature of
Owner or Officer

Again, thank you for choosing T & L Distributing. We look forward to a long and mutually beneficial partnership.

| HOUSTON | AUSTIN | DALLAS / FT WORTH | SAN ANTONIO | OKLAHOMA |
|---|---|--|---|---|
| 7350 Langfield Rd Houston, TX 77092 | Will Call Hub 12317 Technology Blvd, Ste 200 Austin, TX 78727 | 500 Enterprise Dr, Ste 100 Flower Mound, TX 75028 | 3435 North Panam Expy, Ste 417 San Antonio, TX 78219 | 2509 South Ann Arbor Ave Oklahoma City, OK 73128 |
| Phone: (713) 461-7802 | Phone: (512) 832-0711 | Phone: (469) 635-2292 | Phone: (210) 229-9444 | Phone: (405) 686-1055 |
| Fax: (713) 980-8839 | Fax: (512) 832-6404 | Fax: (469) 635-2290 | Fax: (210) 229-9453 | Fax: (405) 680-9663 |
| BATON ROUGE | NORTH LITTLE ROCK | LUBBOCK | MEMPHIS | EL PASO |
| 2130 Wooddale Blvd Baton Rouge, LA 70806 | 41 Collins Industrial Pl, Ste 201 North Little Rock, AR 72113 | 6021 Ave A, Ste B Lubbock, TX 79404 | 4519 Old Lamar Ave Memphis, TN 38118 | 3513 Rosa Ave El Paso, TX 79905 |
| Phone: (225)927-7112 | Phone: (501) 904-1250 | Phone: (682) 717-8794 | | Phone: (915) 532-4411 |
| Fax: (225) 927-7115 | | | | |



ELECTRONIC AGREEMENT

Dealer Name _____

Dealer Account Number _____

Our invoices, statements and price lists are sent via email only.

Please list the names and email addresses below:

| | Contact Name | E-mail Address |
|-------------|--------------|----------------|
| Invoices | | |
| Statements | | |
| Price Lists | | |

In the event that your company's point of contact changes, please send updates to merrill.bryant@tldistributing.com.

I acknowledge that T & L Distributing is not responsible for any correspondence that is received by an employee no longer working for your company.

Signature

Date