

# FRANCINI INC.

## IMPORTERS & DISTRIBUTORS

QUARTZITE | GRANITE | MARBLE | LUCASTONE | PORCELAIN

### Application of Credit

Application Received By: \_\_\_\_\_ Date: \_\_\_\_\_

<input type="checkbox"/> 11796 Sheldon St. Sun Valley, CA 91352 Phone: 818-767-5899 Fax: 818-767-5299	<input type="checkbox"/> 45475 Commerce St. Indio, CA 92201 Phone: 760-775-5007 Fax: 760-775-5299
<input type="checkbox"/> 550 North Wright Brothers Dr. Salt Lake City, UT 84115 Phone: 801-521-5899 Fax: 801-521-4649	<input type="checkbox"/> 3615 E. Pine Ave. Meridian, ID 83642 Phone: 208-258-2240 Fax: 208-258-2243
<input type="checkbox"/> 325 Spectrum Drive Ste. 120 Knightdale, NC 27545 Phone: 919-231-0000 Fax: 919-231-0800	<input type="checkbox"/> 406 Landmark Dr. Wilmington, NC 28412 Phone: 910-392-3122 Fax: 910-392-3622
<input type="checkbox"/> 1070 Hwy. 66 South, Suite A Kernersville, NC 27284 Phone: 336-992-1220 Fax: 336-992-1148	<input type="checkbox"/> 10035 E. 40 <sup>th</sup> Ave., Ste. 200 Denver, CO 80238 Phone: 303-371-3450 Fax: 303-371-3431
<input type="checkbox"/> 7108 Old Katy Road, Houston, TX 77024 Phone: 713.904.3440 Fax: 713.904.3544	

**TYPE OF ACCOUNT**

- Prepaid (Deposit required for Special Orders and Material Holds)
- Requested Monthly Credit Limit: \$ \_\_\_\_\_

**For Prepaid Accounts, please complete Section A only. For Credit Accounts, please complete application in its' entirety.**

**SECTION A**

Company Name		Phone Number		Contact	
Billing Address			Accounting Contact Name & Email:		
City	State	County	Zip Code		
Shipping Address					
City	State	County	Zip Code		
Sales Email					
Name of Parent Company, if subsidiary		Name of Affiliated Company (If applicable)		Phone Number	

**Is this company sales tax exempt?**  Yes  No  
**If yes, please submit a copy of your Sales Tax Resale or Exemption Certificate.**

**Type of Service you Provide: *Check All That Apply***

- DEALER/SHOWROOM
- BUILDER
- TILE INSTALLATION
- FABRICATION
- INTERIOR DESIGN
- OTHER \_\_\_\_\_

**Operating as**  Corporation  Partnership  Limited Partnership  Individual  
 In operating under a Trade Name, has it been registered?  Yes  No      Registered Date: \_\_\_\_\_

SSN	Spouse Name	Spouse SSN	Federal E.I.N (If Applicable)
Contractor's License No.	State	License in whose name?	
Owners/Officers	Title (If Corporation)	Street Address (No PO Boxes)	Telephone

**SECTION B**

Bank Name	Bank Branch	Phone Number
Checking Account No.	Additional Checking Account No.	Additional Account No.

Company Started Date (mm/dd/yyyy)	In Present Location Since (mm/dd/yyyy)	Company Location is <input type="checkbox"/> Owned <input type="checkbox"/> Leased
If Leased, from whom?	Address/City/State/Zip Code	Phone Number

Name of Prior Company	City/State of Prior Company
Real Estate Owner	
Value (\$)	Mortgage Lender/Address/City/State/ Zip Code (If Applicable)

Accountant's Name	Contact Name	Phone Number
Address	City/State/Zip Code	

Will you make available current periodic statements if necessary, for credit purposes?  Yes  No

**Credit References:** Please list at least five of your current major suppliers (Please do not list credit cards or Banks as references.)

Name	Account Number	Phone Number	Fax Number/Email Address

# FRANCINI INC.

## IMPORTERS & DISTRIBUTORS

### TERMS & CONDITIONS

#### HOLD POLICY

- Homeowners who wish to “hold” material for their projects will be allowed to do so for 7 days once a Customer Information Form (CIF) has been signed.
- For homeowners who are already working with a fabricator or installer, they will be allowed to sign the CIF and hold material for a period of 30 days.
- All products held must be picked up/delivered and billed within 30 days unless other arrangements are made.
- All held materials must have a job name, address and contact information.
- Due to the high demand of our inventory, any materials on hold after 30 days without a deposit will automatically be released back into available inventory. **No exceptions.**

#### TERMS OF SALE & PAYMENT

All prices are FOB Francini, Inc. excluding local, state or federal taxes. It is agreed that Francini Inc. retains title and legal ownership until payment has been received in full. In the case of COD accounts, material must be paid in full before delivery / pick up. The customer agrees that Francini Inc. is not liable for delays caused by, but not limited to, quarry conditions, strikes, accidents, catastrophes, weather caused delays, carrier delays or any delays which are beyond their reasonable control.

#### USE CONSTITUTES ACCEPTANCE

It is the responsibility of the customer or their representative to inspect all material prior to delivery and/or pickup. Granite, quartzite, marble, travertine, limestone and slate are products of nature and no two pieces are exactly alike. All materials are subject to variations in color, flow, grain, tonality, spotting, veining, shade and texture. All materials are sold in an AS-IS condition and there are no warranties of any kind including verbal or implied warranties. Please inspect all material prior to fabrication. Use constitutes acceptance. Francini Inc. will not accept any claims for material and/or labor due to material characteristics after fabrication and installation. Samples are a general representation of shade and color tone and are not always indicative of current inventory. Back charges or offsets must be inspected and approved by Francini Inc. and an adjustment form issued by an authorized representative of Francini Inc.

#### FINANCE CHARGES

Please submit payment within account terms. A monthly service charge of 1.5% (18% annual) will be added to all invoices past due.

#### CREDIT CARD TRANSACTIONS

Any payments made with a Visa or Mastercard credit card will be subject to a 3% credit card convenience fee that will be added to your payment. Any payments made with an American Express will be subject to a 3.5% credit card convenience fee that will be added to your payment. By making your payment in this manner, you are consenting and agreeing to this service fee. To avoid this fee, please pay by check or debit card. Your check will be subject to Tele Check approval.

## **DELIVERIES & WILL CALL**

- No same day deliveries guaranteed.
- For a specific delivery requirement, please schedule ahead of time.
- For out of town deliveries, a delivery charge may be assessed based on destination and order.
- For will calls, please schedule ahead of time. While Francini Inc. prides itself in going above and beyond for our customers, you may incur a wait time based on warehouse schedule.
- Saturday will calls must be approved and scheduled.

## **RETURN POLICY**

Once the slabs are delivered or picked up from Francini Inc. they are the responsibility of the Fabricator. In order to return slabs for credit the following steps must be followed:

- All returns must be returned within 30 days of the original invoice date.
- Returns beyond the 30 day timeframe require corporate approval and will be charged a 20% restocking fee. If tile, only full and unopened cartons may be returned. The *original invoice* must be with all returns, no exceptions.
- There are no returns on slabs unless approved by Francini Management. Francini, Inc. will not make any special trips to pick up returns. It is the responsibility of the buyer to transport the approved returns to Francini, Inc.
- No single slab from a bundle purchase may be returned. If a bundle was purchased, the entire bundle must be returned.
- All quality claims should be done at time of delivery and will not be processed after the fact.
- Discontinued product sales are final. No returns.
- Francini FORTE Porcelain slab sales are final. No returns.

## **SPECIAL ORDERS**

Special order material is non-returnable and non-refundable. A 50% nonrefundable deposit is required prior to the order being placed. Once ordered, a cancellation will not be accepted under any circumstances. No exceptions.

## **CONFIDENTIALITY**

All Francini Incorporated issued price lists are protected trade secrets pursuant to the uniform Trade Secrets Act as it contains information not available to the general public. Disclosure of the information contained on any Francini Pricelist list without the express consent of Francini, Inc. is prohibited. In the event of unauthorized disclosure information, Francini, Inc. will seek legal action against any person or entities who made the unauthorized disclosure. Such legal action may include injunctive relief, the recovery of monetary damages, and the recovery of legal costs and fees incurred in pursuit of any necessary legal action.

Company Name (Please Print Clearly)		
Individual Owner (Please Print Clearly)	Owner's Signature	Date (mm/dd/yyyy)
Company Officer (Please Print Clearly)		Company Officer Title (Pres, Chairman, etc.)
Company's Officer's Signature		Date (mm/dd/yyyy)

**Personal Guarantee**

(Personal Guarantee must be signed, not typed in our printed)

For and in consideration of selling any goods or materials to the above applicant on open account or otherwise, I/we,

Please Print Name(s)

Personal guarantee unconditional, the payment of any and all indebtedness incurred together with interest thereon,

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_ Guarantor

\_\_\_\_\_ Spouse of Guarantor

**Authorization to Release Financial Information**

Please provide bank and financial information to Francini Inc. This information is requested for Francini Inc.'s use in the extension of Credit for business purposes only and will be held in strict confidence.

Name of Bank or Financial Institution \_\_\_\_\_ Checking Account Number \_\_\_\_\_

Address \_\_\_\_\_ Loan Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_