

FurnitureBrands

Credit Application

Return Application via FAX (828) 438-5213 or email to [REDACTED]

DEALER INFORMATION	REQUESTED CREDIT AMOUNT \$ _____	<input type="checkbox"/> Cash Before Delivery				
Legal Name: _____						
Trade Name(s): _____						
Former Legal or Trade Name(s), if any: _____						
Type of Organization: <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Gen. Part. <input type="checkbox"/> Ltd. Part. <input type="checkbox"/> Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other: _____						
County and State Organized: _____		Year Organized: _____				
Tax ID # or FEIN _____	If sole proprietorship, SS#: _____	Date of Birth: _____				
Billing Address: _____						
Ship To Address: _____						
Telephone #: _____	Fax #: _____	Email: _____				
Requested Brand: _____ Major Brands Carried: _____						
Est. Brand Annual Sales: _____		Initial Order Amt: _____				
Are you a current or former Furniture Brands customer? <input type="checkbox"/> Yes <input type="checkbox"/> No Brand & Account # _____						
Sales Rep: _____		Sales Rep Phone # _____				
Type of Store: <input type="checkbox"/> Gallery <input type="checkbox"/> Designer <input type="checkbox"/> Branded Store Sq Ft. _____	<input type="checkbox"/> Contract <input type="checkbox"/> Full-Line <input type="checkbox"/> Authorized Dealer Other _____					
Are there any suits, liens or judgments over \$50,000 filed against Applicant, and/or has Applicant or Owner(s) ever filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No if yes <i>attach explanation</i>						
RELATED PARTIES or ADDITIONAL LOCATIONS (include additional sheet if necessary)						
<u>Name</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Type of Location</u> (Store, Ship To, Warehouse)	<u>Own/Rent</u>
OWNERSHIP (include additional sheet if necessary)						
<u>Name</u>	<u>Position</u>	<u>Years w/ Business</u>	<u>Years Industry Experience</u>	<u>Email Address</u>	<u>Phone #</u>	<u>% of Ownership</u>
KEY PEOPLE (include additional sheet if necessary)						
<u>Name</u>	<u>Position</u>	<u>Years w/ Business</u>	<u>Years Industry Experience</u>	<u>Email Address</u>	<u>Phone #</u>	<u>Fax #</u>
	A/P Manager					
	General Manager					
	Finance Contact					
	Claims Contact					
	Buyer(s)					
BANKING & CREDITOR REFERENCE INFORMATION (include additional sheet if necessary)						
<u>Name</u>	<u>City</u>	<u>State</u>	<u>Account #</u>	<u>Contact Person</u>	<u>Phone #</u>	<u>Fax #</u>
ADDITIONAL INFORMATION (check if included)						
<input type="checkbox"/> Year-End Financial Statements (2 years) or Federal Tax Returns (2 years)						
<input type="checkbox"/> Resale Certificate						
<input type="checkbox"/> Distribution Agreement						

Agreement and Disclosures:

1. As an inducement for Furniture Brands International, Inc. ("FBN") * to accept orders from or otherwise extend or make available credit to Applicant, the undersigned Applicant hereby agrees to comply with the following terms of sale, should FBN elect to extend such credit. (*The term "Furniture Brands International, Inc." or "Furniture Brands" or "FBN" shall include all subsidiary and affiliated companies of FBN, a Delaware corporation, and any subsidiary and/or affiliate which subsequently may be designated by FBN.

2. Pricing and payment terms are determined at the time an offer is presented to Applicant. The term "product" or "the product" includes but not limited to furniture, inventory, floor samples, and accessories.

3. If FBN does not receive payment in accordance with the payment terms or based upon credit considerations deemed relevant to FBN, then FBN may refuse to deliver the product covered by this Agreement, refuse additional orders, modify payment terms, place the Applicant on Cash before Delivery (C.B.D.), modify Applicant's cost of goods, limit or terminate the extension of credit and will be entitled to any other remedies available at law or equity.

4. All payments shall be made in full, in US Dollars, in good funds, either by check or electronic funds transfer (either by wire or automated clearinghouse), and in accordance with the payment terms. FBN may assess a service charge calculated at the rate of 1.5% per month (or the maximum rate allowed by law, if such rate is less than 1.5% per month) on any amount not paid by Applicant to FBN when due under the terms of this Agreement from the first day of delinquency. Failure or delay by FBN to bill Applicant for any such service charge will not waive FBN's right to receive the same. In the event of default in payments on any invoices, FBN shall have the right to declare all invoices immediately due and payable. Applicant shall pay all out-of-pocket expenses, including attorneys' fees and disbursements, incurred by FBN to collect any amounts due under this Agreement or to otherwise enforce any of the terms of this Agreement.

5. This agreement is made in and will be governed by and construed in accordance with the laws of the State of Missouri. Any proceedings to enforce this Agreement will be commenced and prosecuted in the United States District Court for the Eastern District of Missouri or the Circuit Court for St. Louis County, Missouri. Borrower agrees and acknowledges that such courts shall have jurisdiction over the Borrower and the subject matter of any such proceeding.

6. The Product is shipped FOB origination. Applicant's obligation to pay for Product begins on the date of shipment. Applicant agrees to place orders in the specified minimum dollar amount. If the order size is less than specified minimum, Applicant agrees to pay a minimum order charge.

7. FBN will not accept any returns of Product unless damaged or a shipping error occurs. Applicant must notify FBN within 5 business days of receipt of any discrepancies or shortages on the order. FBN may refuse any returns if not notified as herein stated.

8. Without limiting FBN's rights under law or in equity, FBN and its affiliates, parent or related entities, collectively or individually, may exercise a right of off-set against any and all amounts due Applicant. For purposes of this Section 8, FBN, its affiliates, parent or related entities shall be deemed to be a single creditor.

9. Applicant agrees to all the terms and conditions of this Agreement. This Agreement, together with all invoices, purchase orders, and the exhibits and addenda thereto constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede all prior written and oral agreements, proposals, bids/bid responses, and understandings between the parties relative to the subject matter hereof. No changes to this Agreement or any purchase orders will be made or be binding upon either party unless made in writing and signed by each party. By signing this Agreement, FBN and Applicant each represent that it has the authority to bind its respective party to this Agreement.

10. All information provided in this Application or otherwise submitted is true and correct and is being (or will be) furnished for the purpose of obtaining/retaining credit from FBN. Applicant shall provide FBN with financial statements and such further information as may reasonably be requested from time to time. Permission is granted for FBN and its agents to make such inquiries from sources deemed acceptable regarding the Applicant's creditworthiness, including but not limited to, those references identified in this application.

Legal Name of Business (as appears on front of application) _____

Authorized By (Please Print): _____ Title: _____

Signature: _____ Date: _____

THE UNDERSIGNED ACKNOWLEDGES THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDIT HISTORY OF THE APPLICANT AND HEREBY CONSENTS AND AUTHORIZES THE USE OF A CONSUMER CREDIT REPORT ON THE UNDERSIGNED BY FBN FROM TIME TO TIME, AS FBN MAY DEEM NECESSARY IN ITS CREDIT EVALUATION. If more references are needed, attach extra page with additional names and signatures

Name	Street (Home)	City	State	Zip	Social Security #

Principal's Name (Please Print): _____

Signature: _____ Date: _____

Principal's Name (Please Print): _____

Signature: _____ Date: _____

Principal's Name (Please Print): _____

Signature: _____ Date: _____

If your application for business credit is denied based in full or in part from information obtained from your personal credit history, FBN will send you a written statement of the specific reasons for the denial. NOTICE: The Federal Equal Credit Opportunity Act and similar state laws prohibit creditors from discriminating against credit applicant on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, familial status, age (provided the applicant has the capacity to enter into a binding contract), handicapping condition of the applicant; because all or part of the applicant's income derives 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 is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.