



By signing this customer application, the undersigned certifies that the information contained herein is true and correct, that it is submitted for the purpose of opening an account and obtaining credit and that the Applicant agrees to and will strictly comply with the Terms and Conditions of Sale of VIMA Decor USA, LLC (Seller) either printed on the reverse side of this Application or attached hereto and any changes to those terms, which may occur in the future. If this Application is being submitted by an entity, the person signing this Application on its behalf represents that he/she is duly authorized to sign this Application on behalf of the Applicant. The undersigned further authorizes Seller to request and receive credit reports from credit bureaus and other credit service organizations for the purpose of investigating the Applicant's business and its eligibility for commercial credit. The undersigned consents to an investigation into the creditworthiness of the Applicant. This credit application is submitted by Applicant to Seller in Dallas County, Texas.

Signature: _____	Title: _____
Printed Name: _____	Date: _____

VIMA Decor USA, LLC's Remittance Address: VIMA Decor USA, LLC, 1411 W. Walnut Hill Lane, Irving, Texas 75038

### Personal Guarantee

(By Owner or Authorized Principal)

In order to induce VIMA Décor USA, LLC to extend credit, the undersigned hereby contracts and guarantees to VIMA Décor, USA the faithful payment, when due, of any and all duties and obligations and the payment of any and all indebtedness, damages, costs and expenses due to VIMA Décor USA, LLC for purchases made by Applicant. VIMA Décor USA, LLC may at its discretion proceed against the undersigned to collect any obligation covered by this guarantee without first proceeding against Applicant. Upon ten days' notice by VIMA Décor USA, LLC, the undersigned shall pay any and all indebtedness, damages, costs and expenses due and shall perform any and all duties and obligations.

Signature: _____	SSN: _____
Printed Name: _____	Phone Number: _____
	Date: _____

**PLEASE RETURN THIS APPLICATION BY FAXING IT TO 972-827-2290 OR EMAILING IT TO MAIA@VIMADecOR.COM. THANK YOU FOR YOUR BUSINESS.**

### VIMA DECOR USA, L.L.C.'S TERMS AND CONDITIONS OF SALE

- Definitions.** In this document the term "Seller" shall refer to VIMA Decor USA, L.L.C. The term "Purchaser or Buyer" shall refer to the Applicant in Seller's Customer Account and Credit Application.
- Conditions, Terms and Warranties.** The Credit Application and Terms and Conditions of Sale set forth herein (the "Terms and Conditions") constitute the complete contract between Seller and Buyer and all sales made by Seller to Buyer are subject to the Credit Application and Terms and Conditions of Sale, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. A Buyer without a Credit Application with Seller must pay prior to shipment of any goods, but the Terms and Conditions remain the same otherwise. No oral alterations or modifications of the Terms and Conditions shall be binding upon Seller unless they are specifically agreed to in writing by Seller's authorized representative. No modification or alteration of the Terms and Conditions shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing provisions, terms, or conditions in addition to, in conflict with, or inconsistent with the Terms and Conditions.
- Pricing.** All prices are confidential and in U.S. Dollars. Prices in sales orders, proposals or quotes made by Seller that are not timely signed by Buyer are subject to change without notice, and all sales orders, proposals, or quotes shall expire and become invalid if not accepted in writing by Buyer within 30 days from the date of issue, unless otherwise noted by Seller in writing. Price extensions, when made, are for Purchaser's convenience only, and they are not binding on Seller. Any change in quantities or destination may result in a price adjustment by Seller. Prices shown do not include shipping charges. Prices shown do not include any sales, excise, or other governmental tax which will be added to the purchase price. Purchaser agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate. Purchaser shall be responsible for the payment of all taxes associated with its purchases.
- Disclaimer of events beyond Seller's control.** Seller shall not be liable for delay or default in delivery and all sales orders, proposals, quotes, and agreements are contingent upon any cause beyond Seller's reasonable control, including, but not limited to: governmental action; strikes or other labor troubles; fire; weather; damage or destruction of goods; manufacturers' shortages; inability to obtain materials, fuels, or supplies; and acts of God.
- Returns.** Buyer may return catalog items (i.e., items normally stocked by Seller) that are unused and in resalable condition for a full credit within 30 days of receipt subject to a restocking charge of twenty percent (20%). Items Buyer wishes to return must be returned in their original packaging with a copy of the original invoice and a completed Material Return Authorization form. All sales on Special Orders and Container Orders by container are final and such goods cannot be returned.
- Risk of loss.** Risk of loss shall transfer to Buyer upon delivery of goods to common Carrier (i.e., shipped), Buyer or Buyer's agent.
- MANUFACTURERS' WARRANTIES.** SELLER WILL PASS ON TO BUYER MANUFACTURERS' WARRANTIES, IF ANY, AND ONLY TO THE EXTENT ASSIGNABLE, WITH RESPECT TO PRODUCTS SOLD HEREUNDER AND WILL AT SELLER'S SOLE DISCRETION REPLACE THE PRODUCT OR REFUND THE PURCHASE PRICE OF ANY

PRODUCT DELIVERED IN A DEFECTIVE CONDITION. THIS WARRANTY DOES NOT EXTEND TO ANY DEFECT, MALFUNCTION OR FAILURE OF A PRODUCT CAUSED BY AN UNAUTHORIZED MODIFICATION OF THE PRODUCT OR THE MISUSE, ABUSE, ACCIDENT OR USE OF THE PRODUCT IN A MANNER FOR WHICH IT WAS NOT INTENDED.

8. **WARRANTY DISCLAIMERS.** WITH RESPECT TO ALL PRODUCTS SOLD, CONVEYED OR DELIVERED TO THE BUYER, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER DOES NOT MAKE ANY AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, CONFORMITY TO CATALOG, SAMPLES OR MODELS AND ALL SUCH OTHER REPRESENTATIONS OR WARRANTIES. BUYER AGREES TO ACCEPT SUCH PRODUCT "AS IS", "WHERE-IS" AND "WITH-ALL FAULTS" AND TO ASSUME ALL RISKS REGARDING THE QUALITY, USE AND PERFORMANCE OF SUCH PRODUCTS. BUYER FURTHER AGREES AS A CONDITION OF ANY SALES TO BUYER THAT SELLER SHALL IN NO WAY BE LIABLE TO BUYER FOR ANY LOST PROFITS, COSTS, OR DAMAGES OF ANY KIND ARISING OUT OF THE SALE OF ANY GOODS OR THE USE OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES, WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR THE NEGLIGENCE OF SELLER AND/OR BUYER, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BUYER FURTHER AGREES THAT BUYER'S ONLY REMEDY AGAINST SELLER SHALL BE (I) THE REPLACEMENT OF DEFECTIVE GOOD WITH THE SAME PRODUCT OR A PRODUCT OF LIKE KIND AND/OR EQUIVALENT VALUE OR (II) THE RETURN OF THE PURCHASE PRICE, AT THE SOLE DISCRETION OF SELLER. THIS SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND NOT CUMULATIVE OF ANY OTHER RIGHTS OR REMEDIES THE BUYER MIGHT HAVE BY LAW OR IN EQUITY, ALL OF WHICH BUYER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES.
9. **Warranty disclaimer acknowledgement.** Seller and Buyer agree that the foregoing disclaimers of warranty and limitation are "CONSPICUOUS" disclaimers and limitations for purposes of applicable law, rule, regulation or order.
10. **Seller's interpretations.** Seller assumes no responsibility whatsoever for Seller's interpretation of plans or specifications provided by Purchaser and Purchaser's acceptance must be premised on final approval by architects, engineers, or other third parties, and not on Seller's interpretation.
11. **Payment.** The parties agree that sales orders signed by Buyer shall represent Seller's invoice to Buyer. All invoices and/or signed sales orders are due and payable within thirty (30) days of the date of the invoice and/or sales order, unless otherwise stated, with an interest rate of 18% per annum on all late payments. Payment is due in the form of cash, check, money order or by credit card. Purchaser hereby expressly agrees that payment of Seller's invoices and sales orders signed by Buyer are payable at Seller's principal place of business located at 1411 West Walnut Hill Lane, Irving, Dallas County, Texas 75038. The telephone number for the Seller's corporate office is (972) 827-2025. Purchaser hereby expressly agrees and consents to Seller's presentment of and request for payment of any check or other payment issued to Seller by Purchaser by any commercially reasonable electronic means in accordance with applicable provisions of the Uniform Commercial Code, and Purchaser further authorizes any bank or other financial institution on which any such order is drawn or through which such order is payable to make payment pursuant to such order directly to Seller or for credit to Seller's account by electronic funds transfer. Seller may apply Purchaser's payment against any open charges within Seller's sole discretion. A Buyer without a Credit Application with Seller must pay prior to shipment of any goods. Special Orders, Custom Orders, or Full Container Orders require deposit and balance paid prior to delivery of goods. If Purchaser fails to comply with these Terms and Conditions of Sale, or Purchaser's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Purchaser. Purchaser certifies that it is solvent and that it will immediately advise Seller in writing if it becomes insolvent. Buyer agrees to provide written assurances to timely and complete performance by Buyer within seven (7) business days of Seller's request for such assurances.
12. **Order.** All claims by the Buyer for errors in shipment or invoice must be made, in writing, and received by Seller, within three (3) days after initial receipt of the goods or an invoice, as the case may be. Partial delivery does not negate the purchase of other delivered items.
13. **Cancellation.** Orders accepted by Seller may be canceled or deferred, in whole or in part, by the Buyer, only with the express prior written consent of Seller.
14. **Collection; Venue Selection.** If the Buyer's account is placed with an attorney for collection, Buyer agrees to reimburse Seller its reasonable and necessary attorney's fees and costs incurred in the collection of the debt. Purchaser waives any and all rights Purchaser may have relating to venue. Purchaser and Seller agree that venue for any litigation between Purchaser and Seller shall be in Dallas County, Texas.
15. **NO THIRD PARTY BENEFICIARIES.** PURCHASER AND SELLER AGREE AND INTEND THAT THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS DOCUMENT AND THAT PURCHASER AND SELLER ARE THE SOLE INTENDED BENEFICIARIES OF THIS DOCUMENT.
16. **Inaccurate charges.** Buyer agrees that any claims that charges reflected on invoices, sales orders, or statements are inaccurate are WAIVED if the charges are not contested in writing within 10 days of the receipt of such statement, sales order, or invoice. Buyer agrees to pay a reasonable storage fee if materials are stored in Seller's warehouse for more than 60 days from the date Seller receives the goods from the manufacturer.
17. **Buyer's change in business.** Buyer will notify Seller immediately by Certified Mail of any changes in the Buyer's legal entity, legal name or legal status, principal place of business, principals and/or owner, or Buyer's interest in any sole proprietorships, partnerships, or corporations, which purchase materials from Seller, as well as any employees who are terminated and no longer authorized to purchase on the account.
18. **Extension of credit.** Buyer agrees that any extension of credit to Buyer and the amount and the terms of such credit are at the sole absolute and exclusive discretion of Seller. Seller reserves the right to terminate the extension of credit available to the Buyer at any time with or without notice and to change any of the terms and conditions thereof upon notice to the Buyer. Buyer agrees that all subsequent transactions shall be governed by such modified terms.
19. **Severability.** If any paragraph, provision or requirement of this agreement is declared or found to be void or unenforceable, the balance of this agreement shall be interpreted and enforced as if the void and unenforceable paragraph, provision or requirement was never a part of the Terms and Conditions.
20. **Incorporation by reference.** The Terms and Conditions are made a part of and incorporated by reference for all purposes in Seller's Customer Account Credit Application, Seller's invoices, and Seller's Sales Orders, Quotes and Proposals.