

Charles Alan Incorporated
3446 May Street
Fort Worth, TX 76110



NEW CUSTOMER ACCOUNT

Company Information

Company Name		
Address		
City	State	Zip
A/P Address (If Different Mailing Address)		
A/P City	State	Zip
-	-	X
Tel	Fax	
Tax ID #	Tax Exempt #	

Contact Information

Owner/Principal/Officer Contact	Title
Tel	Email
Accounts Payable Contact	Title
Tel	Email
Purchasing Contact	Title
Tel	Email

Check All That Apply

- Purchases are for resale in the state of Texas
- Requesting open account credit terms

By signing below, I acknowledge receipt and accept the Terms & Conditions provided by Charles Alan Incorporated.

Signature	Title
Printed Name	Date

Following completion, please print, sign and fax to 817-922-9854.

CHARLES ALAN INCORPORATED

Terms & Conditions

Terms for open accounts with standard product orders are NET 30. Orders for customers without an account will require a 50% deposit before the order is processed, and remaining balance due prior to shipping. In order to open an account, a credit application must be completed and turned in to Charles Alan for assessment. Open accounts not paid within 30 days will be subject to a 1.5% finance charge per month (18% Annual). Failure to pay this fee will result in an immediate change of terms to 50% down with balance due prior to shipping. All orders containing any customization will require a 50% deposit prior to the order being processed. All checks returned NSF will incur an additional charge of \$25.00. A 3.5% fee will be added to all credit card orders.

Acknowledgements

Every order is reviewed and acknowledged by Charles Alan. Acknowledgements will be made once the order check list has been completed and turned into Customer Service for review. Customers should check the acknowledgement thoroughly for accuracy and immediately notify Charles Alan of any discrepancies. This document represents the final written agreement between Charles Alan and the customer, superseding all previous communications regarding the order.

Pricing

Unless otherwise specified, all prices are quoted at list, FOB Origin. Prices do not include storage, cartoning, freight surcharges, taxes, or installation. *Charles Alan reserves the right to change prices without notice.*

Order Changes

All order change requests must be in writing. Changes to orders may result in rescheduling of ship date. Expenses incurred due to changes will be charged to the customer. Custom design and special finish orders are not subject to revision after acknowledgement.

Returns

All Charles Alan products are made to order, and therefore no restocking or returns will be authorized.

Cancellations

All order cancellation requests must be in writing and approved by Charles Alan. Requests approved for cancellation will be subject to a service fee of \$100 NET in addition to a percentage-based fee to cover work-in-process.

Warranty

Subject to limitations set forth below, Charles Alan warrants to the original purchaser all products in this price list to be free from defects in material and workmanship for 5 years of normal commercial single shift service from the date of shipment. This warranty applies only to products sold and installed by an authorized Charles Alan dealer or agent, and does not apply to defects in components manufactured by others such as upholstery material, casters etc. The warranty specifically excludes freight damage and damage due to misuse, alteration, negligence, abuse, accident or normal wear. This warranty does not cover grain or wood texture due to natural variations over which Charles Alan has no control. Customer's Own Material and the suitability of that material is also expressly excluded from this warranty. It is understood and agreed that the buyer's exclusive remedy for any and all losses or damages covered by this warranty shall be the repair or replacement of defective parts. Repair or replacement shall be at the exclusive decision of Charles Alan Incorporated.

Design Rights

All products and designs displayed in Charles Alan catalogs, pricelists, literature, and web pages are strictly the property of Charles Alan, Inc. Rights to manufacture these products reside solely with Charles Alan, Inc. Any kind of reproduction of this property without written consent will be a violation of these rights and pursued with legal action.

Warehousing

All requests to warehouse an order after completion must be in writing. In the event an order is warehoused more than (5) business days following completion, the customer will incur a storage fee at a rate of \$10 per day for the order. Payment of invoice, including warehousing fee in full, is required prior to shipping.

Zone Freight Program

The 2010 price list includes several changes in format including the removal of shipping cost from the product list price. Zone pricing will now be added to the order as a separate line item. All freight costs will be determined as follows:

1. Total the COM list prices for your entire order
2. Locate on the map which zone your order will ship to and multiply the order total from line 1 by the corresponding zone % to determine the freight cost

Example:

Step 1	<u>\$3000</u>	(Total COM list price)
Step 2	x <u>.12</u>	(Zone % Multiplier)
	= <u>360</u>	(Freight Cost)

All orders shipped will be subject to a minimum freight charge of \$150 NET. For orders requesting a "Call Before Delivery", a charge of \$30 NET will be added to the invoice. Zone Freight pricing is dock to dock and does not include delivery inside a structure or installation of the product. All shipments are FOB origin with freight prepaid to a single destination in the continental United States. Shipments to destinations outside the continental United States are shipped prepaid to the port of export. Please call for a shipping quote outside of the provided zones.

Freight Disclaimer

Prior to products being released to a carrier, each item is subjected to a 20-point freight inspection providing assurance that each product has been manufactured and packaged professionally. All products are shipped FOB Origin. Once a carrier accepts the shipment for transportation, title to the product is passed to the purchaser and Charles Alan's responsibility ceases. If shipment is received in a damaged condition, DO NOT REFUSE SHIPMENT. To help resolve any freight issues, please use the following as guidance:

Filing Claims

The receiving party must file any claims for loss or damage immediately with the delivering carrier following receipt of merchandise. To help expedite the payment of claims, the following steps should be taken:

Obvious Damage

1. If a box has visible signs of misuse, damage, or a ShockWatch® label has been activated, immediately open the box. Be sure to make damage notation on delivery receipt and have driver sign both copies of the freight bill.
2. Immediately request carrier to make an inspection confirming this request by letter.
3. Hold damaged carton and all interior packing for carrier's inspection. File claim after inspection. If no inspection is made, file claim within prescribed time.

Concealed Damage Claims

Best practice is to open boxes or crates as soon as possible after receipt and inspect for concealed damage

1. Inspect the condition of each box or crate. If noticeable damage to packaging exists, or a SHOCKWATCH® monitoring label is red, open and inspect immediately.
2. Follow steps #2 and #3 as shown for obvious damage.

Loss

1. Be sure loss notation is made on delivery receipt and have driver sign both copies of the freight bill.
2. File claim within the prescribed time according to carrier.

