



# F U R N I T U R E

Adriana Hoyos  
40% off Retail

Alfonso Marina  
40% off Retail

Antonia Collection/EJV  
50% off Retail

Baker/Milling Road  
40% off Retail

Bassam Fellows

Bernhardt Design  
40% off Retail

Brown Jordan  
40% off Retail

Burton James  
50% off Retail

Castelle  
50% off Retail

Chaddock  
50% off Retail

Eicholtz  
50% off Retail

EJ Victor  
50% off Retail  
\*Discount varies per collection

Eleanor Rigby  
50% off Retail

Ethnicraft

Gloster  
50% off Retail

Hickory Chair  
50% off Retail

Hickory White

Highland House  
50% off Retail

Jimeco  
50% off Retail

John Richard  
50% off Retail

Kravet Furniture  
40% off Retail

Leather Craft  
50% off Retail

McGuire  
40% off Retail

Old Biscayne Design  
40% off Retail

Palecek  
50% + 5% off Retail

Planum

Ralph Lauren Furniture  
40% off Retail

Roberta Schilling  
40% off Retail

ST2 Furniture  
50% off Retail

Summer Classics  
40% off Retail

Theodore Alexander  
50% off Retail

Uttermost  
50% off Retail

Vangaurd  
50% + 5% off Retail  
\*except MIY or Custom

Verellen  
50% off Retail

Woodbridge Furniture  
50% off Retail



# L I G H T I N G A C C E S S O R I E S

Arteriors Home  
40% off Retail

Baker  
40% off Retail

Currey & Co.  
40% off Retail

Trowbridge Gallery

Fine Art Lighting  
50% off Retail

Global Views  
50% off Retail

Ichendorf Milano

Jaipur Living

Jaunty  
50% off Retail

Lafco  
25% off Retail

Leftbank Art  
50% off Retail

Made Goods  
40% off Retail

Ralph Lauren Home  
25% off Retail

SkLo Studio

Soicher Marin  
30% off Retail

Visual Comfort Lighting

25% off Retail + free shipping

# F A B R I C

B. Mori & Co.

Brunschwig & Fils

Clarke & Clarke

Cole & Son

Crest Leather

Dani Leather

Dogwood

Donghia

Gaston Y Daniela

GP & J Baker

Groundworks

JF Fabrics

Kravet

Lee Jofa

Mulberry

Pindler

Thibaut

Threads Wynfield

Thybonny

# welcome

Welcome to Curate To The Trade,

We are so glad you are here! Our mission is to be your best resource and biggest champion. We all know this industry is about relationships and, to us, our relationship with you is the most important.

Before we go further, let's get some paperwork out of the way. . .

We will need a few things from you to get started:

1. Fill attached Curate To The Trade Account form—*This is the account form to get you set up for purchasing.*
2. A copy of your re-sale certificate

Would you be interested in having access to your fabric orders directly online? If so, please fill out any of the attached account forms.

Now on to the good stuff...

Come work with us in the showroom *Monday - Friday 9:00am - 5:30pm.*

No need to make an appointment to source and work. If you would like more in depth time with your assigned Sales Consultant, send them an email to schedule time in advance. If you have any questions or don't know who your sales consultant is, reach out to us at 801.618.0216 or [info@curatetothetrade.com](mailto:info@curatetothetrade.com)

Visit our website [www.curatetothetrade.com](http://www.curatetothetrade.com) for links to all our vendors.

Follow us on Instagram [@curatetothetrade](https://www.instagram.com/curatetothetrade) for inspiration, current promotions and general insight as to what is going on at Curate!

We look forward to working with you!

-The Curate Team

*In our efforts to be the touchstone of the Interior Design Community, we will always be a source of knowledge, service, inspiration and connection. We strive to provide our clients superior service.*



## NEW CLIENT FORM

Acct# \_\_\_\_\_  
Sales \_\_\_\_\_

*CUSTOMER/COMPANY NAME:* \_\_\_\_\_

*NAME OF CONTACT PERSON:* \_\_\_\_\_

*CONTACT PERSONS TITLE:* \_\_\_\_\_

*BILL TO ADDRESS:* \_\_\_\_\_

*CITY, STATE, ZIP* \_\_\_\_\_

*E-MAIL ADDRESS:* \_\_\_\_\_

*COMPANY PHONE NUMBER:* \_\_\_\_\_

*COMPANY WEBSITE* : \_\_\_\_\_

*TAX EXEMPTION STATUS:* \_\_\_\_\_ *TAXABLE*

\_\_\_\_\_ *TAX- EXEMPT (FORM MUST BE PROVIDED)*

*Has this customer/person had an account with Curate To The Trade under any other name in the Past? If so, by what name:*

\_\_\_\_\_

PLEASE COMPLETE THIS FORM AND SEND BACK WITH A COPY  
OF YOUR RE-SALE CERTIFICATE

# TERMS AND CONDITIONS

## QUOTES

Pricing quotes are good for 30 days.

## ORDERS AND CANCELLATIONS

All orders to be procured will be submitted for your approval and signature. A 50% deposit is required to authorize the placement of any orders, while 100% deposit is required on all fabric-textile orders. Orders cannot be changed or cancelled after they have been scheduled for shipment. Order balance is due when product ships. Product will be released for delivery when paid in full.

An upholstery order that has been “released” to production cannot be changed or cancelled. A “released” order means that all paperwork has been processed, all materials have been purchased and all planning has taken place to complete the item.

## LEATHER DISCLAIMER

Leather is a natural product produced as a byproduct of animal hides (mostly cows, steer, and water buffalo). Due to the lifestyle of the animals, leather will always have natural markings such as brands, insect bites, scars, fat wrinkles, stretch marks, abrasions, and burns. These natural markings are not considered defects but rather are indications of true full top grain leather. Some natural markings may be less evident in leathers that have had the top grain altered via sanding processes and then covered up with pigments.

## CFA

Due to color variation from fabric roll-to-roll and leather hide-to-hide a cutting for approval (CFA) is required where available. IF BUYER WAIVES CFA, THE GOODS ARE NOT RETURNABLE.

## FURNITURE

Many wood and metal finishes are applied by hand and may vary in color, tone, and character. Variations in color and veining are inherent in stone and wood and considered to be part of the natural beauty. Furniture is handmade, and therefore is subject to slight variations.

## RETURNS

Where returns are available, Client will be responsible for re-stocking fee (advised by vendor) and shipping costs.

## CLAIMS

Customers should carefully inspect all items at the time of delivery and note any obvious damage on the delivery receipt.

## new account qualification questionnaire

Account name: \_\_\_\_\_

Your primary business is: ☐ Residential ☐ Contract

Are you exclusively a showroom shopper? ☐ Yes ☐ No

Do you have any "sampling" at your office/home? ☐ Yes ☐ No

If the above answer is "Yes," what is your preferred method of sampling?

☐ Books ☐ Memos ☐ Other (Please specify) \_\_\_\_\_

What is your preferred method to shop product such as furniture, carpeting and drapery hardware?

☐ Catalogues ☐ Showrooms ☐ Online ☐ Other (Please specify) \_\_\_\_\_

Do any suppliers call on you at your office/home in the following categories?

Fabric ☐ Yes ☐ No

Furniture ☐ Yes ☐ No

Carpet ☐ Yes ☐ No

Drapery Hardware ☐ Yes ☐ No

Lighting ☐ Yes ☐ No

If so, must they have an appointment? ☐ Yes ☐ No

Who is currently your primary supplier for the following categories:

Fabric: \_\_\_\_\_

Furniture: \_\_\_\_\_

Carpet: \_\_\_\_\_

Drapery Hardware: \_\_\_\_\_

Lighting: \_\_\_\_\_

## credit application

## KEY BUSINESS INFORMATION \*required field

\*Please enter the code that best describes your type of business: \_\_\_\_\_

Trade Name\* \_\_\_\_\_

Legal Name\* \_\_\_\_\_

Address\* \_\_\_\_\_

City\* \_\_\_\_\_ County\* \_\_\_\_\_

State\* \_\_\_\_\_ Zip\* \_\_\_\_\_ Telephone #\* \_\_\_\_\_

Fax\* \_\_\_\_\_ Cell # \_\_\_\_\_

Owner Email\* \_\_\_\_\_

Designer Email \_\_\_\_\_

Bookkeeper Email \_\_\_\_\_

 e-invoice Yes ☐ No ☐ Unless otherwise specified, e-invoice will be directed to bookkeeper's email address.

Please provide name, home address and telephone number of owner or an authorized officer, if incorporated.

Name \_\_\_\_\_ Telephone \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

☐ Proprietorship Social Security # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ ☐ Partnership ☐ Corp. Fed ID# \_\_\_\_\_

Date Established \_\_\_\_\_ +Resale Tax # \_\_\_\_\_ Exp. Date \_\_\_\_\_

+Please attach copy of signed resale certificate. D&B # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

## Terms Of Sale

Account Terms Desired\* ☐ N-30 ☐ Proforma *Interim terms are Proforma until review is completed.*

Credit line requested \$ \_\_\_\_\_ PO required Yes ☐ No ☐

*Furniture and Carpet orders require a 50% deposit. Balance due prior to shipping. Written PO required for all orders.*

\*Fields located below are required if requesting terms

## Active Trade References\*

Name \_\_\_\_\_ Account # \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Account # \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Account # \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Bank Reference\*

Name \_\_\_\_\_ Account # \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Officer \_\_\_\_\_

*Please note, our charge for returned checks is \$35.00 per check.*

## Credit Information Release Authorization


I/We agree that Kravet Inc. may contact any of the references provided, as well as business and consumer reporting agencies, for the purpose of establishing or updating credit terms. I/We further certify that the information given herein is true and correct. By printing my name below, this serves as authorization for Kravet Inc. and its subsidiaries to verify the listed credit references, and for the bank and trade references listed above to release financial and credit information to Kravet Inc. and its subsidiaries concerning my request for credit consideration and to all terms and conditions listed [here](#).

☐ Agree to Terms and Conditions

## Credit Agreement

Should the account become delinquent, I/we will be responsible for all costs related to collection efforts, including agency fees, attorney fees and court costs.

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

	Utah State Tax Commission • 210 N 1950 W • Salt Lake City, UT 84137 <b>Exemption Certificate</b> (Sales, Use, Tourism and Motor Vehicle Rental Tax)	<b>TC-721</b> Rev. 5/18
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Name of business or institution claiming exemption (purchaser)		Telephone number	
Street address	City	State	ZIP Code
Authorized signature	Name (please print)	Title	
<b>Name of Seller or Supplier:</b>		Date	
<b>Sales Tax License Number:</b>		<i>Required for all exemptions marked with an asterisk (*)</i>	

The signer of this certificate **MUST** check the box showing the basis for which the exemption is being claimed.

**DO NOT SEND THIS CERTIFICATE TO THE TAX COMMISSION**  
 Keep it with your records in case of an audit.

For purchases by government, Native American tribes and public schools, use form TC-721G.

☐ **Resale or Re-lease**

I certify I am a dealer in tangible personal property or services that are for resale or re-lease. If I use or consume any tangible personal property or services I purchase tax free for resale, or if my sales are of food, beverages, dairy products and similar confections dispensed from vending machines (see Rule R865-19S-74), I will report and pay sales tax directly to the Tax Commission on my next sales and use tax return.

☐ **Religious or Charitable Institution**

I certify the tangible personal property or services purchased will be used or consumed for essential religious or charitable purposes. **This exemption can only be used on purchases totaling \$1,000 or more, unless the sale is pursuant to a contract between the seller and purchaser.**

☐ **Construction Materials Purchased for Religious and Charitable Organizations**

I certify the construction materials are purchased on behalf of a religious or charitable organization and that they will be installed or converted into real property owned by the religious or charitable organization.

Name of religious or charitable organization: \_\_\_\_\_

Name of project: \_\_\_\_\_

☐ **Machinery and Equipment and Normal Operating Repair or Replacement Parts Used in a Manufacturing Facility, Mining Activity or Web Search Portal or Electronic Payment Service**

I certify the machinery and equipment and normal operating repair or replacement parts have an economic life of three years or more and are for use in a Utah manufacturing facility described in SIC Codes 2000-3999 or a NAICS code within NAICS Sector 31-33; in a qualifying scrap recycling operation; in a co-generation facility placed in service on or after May 1, 2006; in the operation of a Web search portal by a new or expanding business described in NAICS Code 518112; in the operation of an electronic financial payment service described in NAICS Code 522320; or in a business described in NAICS 212, Mining (except Oil and Gas), or NAICS 213113, Support Activities for Coal Mining, NAICS 213114, Support Activities for Metal Mining, or NAICS 213115, Support Activities for Nonmetallic Minerals (except Fuels) Mining. For a definition of exempt mining equipment, see Utah Code §59-12-104(14).

☐ **Fuels, Gas, Electricity**

I certify all natural gas, electricity, coal, coke, and other fuel purchased will be used for industrial use only and not for residential or commercial purposes.

☐ **Machinery or Equipment Used by Payers of Admissions or User Fees**

I certify that: (1) the machinery or equipment has an economic life of three or more years and will be used by payers of admissions or user fees (Utah Code §59-12-103(1)(f)); (2) the buyer is in the amusement, gambling or recreation industry (NAICS Subsector 713); and (3) at least 51 percent of the buyer's sales revenue for the previous calendar quarter came from admissions or user fees.

☐ **Refinery Machinery, Equipment and Normal Repair or Replacement Parts**

I certify the machinery, equipment, normal operating repair parts, catalysts, chemicals, reagents, solutions or supplies are for the use of a refiner who owns, leases, controls or supervises a refinery (see Utah Code §63M-4-701) located in Utah.

☐ **Auto, Industrial Gas, or Drilling Equipment Manufacturer**

I certify the machinery, equipment, normal operating or replacement parts are used or consumed in a manufacturing process as described in NAICS 336111 (Automotive Manufacturing), or 325120 (Industrial Gas Manufacturing) to manufacture hydrogen of the 2002 North American Industry Classifications Systems, or by a drilling equipment manufacturer as defined in Utah Code §59-12-102.

☐ **Pollution Control Facility**

I certify our company has been granted a "Certification of Pollution Control Facilities" as provided for by Utah Code §§19-12-101 - 19-12-305 by either the Air Quality Board or the Water Quality Board. I further certify each item of tangible personal property purchased under this exemption is qualifying.

☐ **Steel Mill**

I certify the rolls, rollers, refractory brick, electric motors or other replacement parts will be used in the furnaces, mills or ovens of a steel mill as described in Standard Industrial Classification (SIC) 3312.

☐ **Municipal Energy**

I certify the natural gas or electricity purchased: is for resale; is prohibited from taxation by federal law, the U.S. Constitution, or the Utah Constitution; is for use in compounding or producing taxable energy; is subject to tax under the Motor and Special Fuel Tax Act; is used for a purpose other than as a fuel; is used by an entity exempted by municipal ordinance; or is for use outside a municipality imposing a municipal energy sales and use tax. The normal sales tax exemptions under Utah Code §59-12-104 do not apply to the Municipal Energy Sales and Use Tax.



☐ **Short-term Lodging Consumables**

I certify the tangible personal property is consumable items purchased by a lodging provider as described in Utah Code §59-12-103(1)(i).

☐ **Direct Mail**

I certify I will report and pay the sales tax for direct mail purchases on my next Utah *Sales and Use Tax Return*.

☐ **Commercial Airlines**

I certify the food and beverages purchased are by a commercial airline for in-flight consumption; or, any parts or equipment purchased are for use in aircraft operated by common carriers in interstate or foreign commerce.

☐ **Commercials, Films, Audio and Video Tapes**

I certify that purchases of commercials, films, prerecorded video tapes, prerecorded audio program tapes or records are for sale or distribution to motion picture exhibitors, or commercial television or radio broadcasters. If I subsequently resell items to any other customer, or use or consume any of these items, I will report any tax liability directly to the Tax Commission.

☐ **Alternative Energy**

I certify the tangible personal property meets the requirements of Utah Code §59-12-104 and is leased or purchased by or for an alternative energy electricity production facility, a waste energy production facility, or a facility that produces fuel from alternative energy.

☐ **Locomotive Fuel**

I certify this fuel will be used by a railroad in a locomotive engine.

☐ **Research and Development of Alternative Energy Technology**

I certify the tangible personal property purchased will be used in research and development of alternative energy technology.

☐ **Life Science Research and Development Facility**

I certify that: (1) the machinery, equipment and normal operating repair or replacement parts purchased have an economic life of three or more years for use in performing qualified research in Utah; or (2) construction materials purchased are for use in the construction of a new or expanding life science research and development facility in Utah.

☐ **Mailing Lists**

I certify the printed mailing lists or electronic databases are used to send printed material that is delivered by U.S. mail or other delivery service to a mass audience where the cost of the printed material is not billed directly to the recipients.

☐ **Semiconductor Fabricating, Processing or Research and Development Material**

I certify the fabricating, processing, or research and development materials purchased are for use in research or development, manufacturing, or fabricating of semiconductors.

☐ **Telecommunications Equipment, Machinery or Software**

I certify these purchases or leases of equipment, machinery, or software, by or on behalf of a telephone service provider, have a useful economic life of one or more years and will be used to enable or facilitate telecommunications; to provide 911 service; to maintain or repair telecommunications equipment; to switch or route telecommunications service; or for sending, receiving, or transporting telecommunications service.

☐ **Aircraft Maintenance, Repair and Overhaul Provider**

I certify these sales are to or by an aircraft maintenance, repair and overhaul provider for the use in the maintenance, repair, overhaul or refurbishment in Utah of a fixed-wing, turbine-powered aircraft that is registered or licensed in a state or country outside Utah.

☐ **Ski Resort**

I certify the snow-making equipment, ski slope grooming equipment or passenger rope-ways purchased are to be paid directly with funds from the ski resort noted on the front of this form.

☐ **Leasebacks**

I certify the tangible personal property leased satisfies the following conditions: (1) the property is part of a sale-leaseback transaction; (2) sales or use tax was paid on the initial purchase of the property; and, (3) the leased property will be capitalized and the lease payments will be accounted for as payments made under a financing arrangement.

☐ **Film, Television, Radio**

I certify that purchases, leases or rentals of machinery or equipment will be used by a motion picture or video production company for the production of media for commercial distribution.

☐ **Prosthetic Devices**

I certify the prosthetic device(s) is prescribed by a licensed physician for human use to replace a missing body part, to prevent or correct a physical deformity, or support a weak body part. This is also exempt if purchased by a hospital or medical facility. (Sales of corrective eyeglasses and contact lenses are taxable.)

☐ **Out-of-State Construction Materials**

I certify this tangible personal property, of which I am taking possession in Utah, will be taken out-of-state and will become part of real property located in a state that does not have sales tax, is taxed at a lower rate, or does not allow credit for tax paid to Utah. I will report the tax on my next Utah return at the lower of the Utah rate where the tangible personal property was purchased or the rate of the location where the tangible personal property is converted to real property in the other state if the other state allows a credit for tax paid to Utah.

☐ **Agricultural Producer**

I certify the items purchased will be used primarily and directly in a commercial farming operation and qualify for the Utah sales and use tax exemption. **This exemption does not apply to vehicles required to be registered.**

☐ **Tourism/Motor Vehicle Rental**

I certify the motor vehicle being leased or rented will be temporarily used to replace a motor vehicle that is being repaired pursuant to a repair or an insurance agreement; the lease will exceed 30 days; the motor vehicle being leased or rented is registered for a gross laden weight of 12,001 pounds or more; or, the motor vehicle is being rented or leased as a personal household goods moving van. This exemption applies only to the tourism tax (up to 7 percent) and the short-term motor vehicle rental tax (Transportation Corridor Funding – 2.5 percent) – not to the state, local, transit, zoo, hospital, highways, county option or resort sales tax.

☐ **Textbooks for Higher Education**

I certify that textbooks purchased are required for a higher education course, for which I am enrolled at an institution of higher education, and qualify for this exemption. An institution of higher education means: the University of Utah, Utah State University, Utah State University Eastern, Weber State University, Southern Utah University, Snow College, Dixie State University, Utah Valley University, Salt Lake Community College, or the Utah System of Technical Colleges.

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\* **Purchaser must provide sales tax license number in the header on page 1.**

**NOTE TO PURCHASER:** You must notify the seller of cancellation, modification, or limitation of the exemption you have claimed.

Questions? Email [taxmaster@utah.gov](mailto:taxmaster@utah.gov), or call 801-297-2200 or 1-800-662-4335.

# PINDLER

EST. 1947

11910 POINDEXTER AVE., MOORPARK, CA 93021  
P.O. BOX 8007, MOORPARK, CA 93020  
P: 805.531.9090 F: 805.532.2020  
PINDLER.COM

## NEW ACCOUNT/CREDIT APPLICATION

☐ NEW ACCOUNT  
☐ REACTIVATION/UPDATE  
ACCT. # \_\_\_\_\_

**THIS APPLICATION HAS TWO SIDES. BOTH MUST BE COMPLETE AND SIGNED WHERE INDICATED.**

### CONTACT INFORMATION:

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

BUSINESS NAME \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

*(if different than mailing)*

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ MOBILE (\_\_\_\_) \_\_\_\_\_ WEBSITE \_\_\_\_\_

MAIN EMAIL \_\_\_\_\_

INVOICING EMAIL \_\_\_\_\_ ☐ OR CHECK HERE TO OPT OUT OF ELECTRONIC INVOICING  
*(if different than main email)*

MARKETING EMAIL \_\_\_\_\_ ☐ OR CHECK HERE TO OPT OUT OF MARKETING EMAILS  
*(if different than main email)*

ARE YOU INTERESTED IN OUR FREE SAMPLE BOOK PROGRAM? ☐ YES ☐ NO

WOULD YOU LIKE A SALES REPRESENTATIVE TO CALL ON YOU? ☐ YES ☐ NO

### TYPE OF ACCOUNT REQUESTED:

☐ PROFORMA / PAYMENT BEFORE DELIVERY ☐ NET 30 *(Bank information required)*

NAME OF BANK \_\_\_\_\_

PHONE (\_\_\_\_) \_\_\_\_\_ ACCT. # \_\_\_\_\_

### BUSINESS INFORMATION:

OWNERSHIP: ☐ SOLE OWNERSHIP ☐ PARTNERSHIP ☐ CORPORATION ☐ LLC

*Must provide the following for at least one owner / officer / partner*

NAME (1) \_\_\_\_\_ (2) \_\_\_\_\_

TITLE \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

HOME PHONE (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

SALES TAX STATUS: ☐ TAXABLE ☐ NON-TAXABLE *(Must provide appropriate documentation)*

### TYPE OF BUSINESS *Please indicate ONLY one.*

☐ INTERIOR DESIGN STUDIO ☐ MODEL HOME DESIGNER  
☐ IN-HOME DESIGNER WITH LIBRARY ☐ IN-HOME DESIGNER WITHOUT LIBRARY  
☐ UPHOLSTERER ☐ DRAPERY / BEDDING WORKROOM  
☐ ARCHITECT ☐ HOSPITALITY / SPECIFIER  
☐ CONTRACT / HOSPITALITY MANUFACTURING ☐ OTHER \_\_\_\_\_

**TURN AND READ THE TERMS AND CONDITIONS ON THE BACK. SIGNATURE IS REQUIRED.**

# Pindler & Pindler, Inc.

## TERMS AND CONDITIONS OF SALE

ACCT. # \_\_\_\_\_

**ACCEPTANCE OF ORDERS:** All orders placed by you are subject to acceptance by Pindler & Pindler, Inc. Each order placed by you and accepted by us is a sale subject to these Terms and Conditions of Sale (this "Agreement") and indicates your assent to this Agreement, unless otherwise mutually agreed in writing.

**ENTIRE AGREEMENT:** This Agreement, including our privacy policy as incorporated herein by reference, constitutes the entire agreement between the parties, supersedes any other contracts or courses of dealing between the parties, and is intended by the parties as a complete and exclusive statement of the terms of their agreement.

**THE PARTIES:** For purposes of this Agreement and application, the parties shall be defined as follows: You, hereafter referred to as 'Buyer', 'Applicant', or 'Account Holder'; and we, hereafter referred to as 'Pindler & Pindler, Inc.' or 'Seller'.

**F.O.B.:** Moorpark, CA

**PRICES:** Prices quoted are net wholesale. Prices are subject to change without notice. All shipping and special processing charges are additional.

**CURRENCY:** All monetary transactions between Buyer and Seller are to be made in U.S. Dollars.

**THIRD-PARTY PAYMENTS:** Third-party payments are accepted strictly as an accommodation to Account Holder and at the discretion of Pindler & Pindler, Inc. Any unpaid amounts resulting from the accommodation are the responsibility of Account Holder. Unpaid balances include, but are not limited to, returned checks, credit card chargebacks, short-pays, or other unpaid amounts. Account Holder affirms that in making third-party payments they are fully authorized to do so. Any returned checks or credit card chargebacks due to unauthorized charges will be deemed immediately due and payable at the expense of Account Holder. Account Holder agrees to pay any and all open balances including any applicable fees.

**PRIVACY POLICY:** Please visit [www.pindler.com](http://www.pindler.com) for Seller's complete privacy policy.

**MINIMUM ORDER:** One Yard.

**WHEN ORDERING:** Often much time can be saved and orders more satisfactorily filled by specifying the end use for which the fabric is intended; Seller recommends drapery and curtain cut lengths be specified.

**BACK ORDERS:** All back orders are considered firm orders.

**CANCELLATION OF ORDERS:** Order cancellations must be made in writing within five (5) business days of the original order date. No order cancellation will be accepted if production has commenced. Order cancellations are subject to a cancellation fee.

**RETURNS & CLAIMS:** No returns will be accepted without a return authorization number issued by Customer Service. Buyer's request for return authorization must include the invoice number, date of invoice, pattern, color, yardage and reason. All authorized returns without fault of Seller will be subject to a 25% restocking charge, plus freight both ways. No piece less than ten (10) yards on drapery and five (5) yards on upholstery will be accepted for return under any circumstances. No fabrics with special finishes will be accepted for return. No returns will be accepted after thirty (30) days from the date of shipment. Fabric cannot be returned for credit and/or refund after it has been cut. Yardage must be inspected for flaws, correctness of color, pattern, quantity and quality before cutting as no allowance will be made for cut fabric. All authorized returns must be in the original wrapping materials and in the same condition received by Buyer. When shipments are made direct to workrooms, it is Buyer's responsibility to send a cutting to the workroom to enable it to verify the goods are correct before processing. No claims or returns will be accepted for drop shipments made per Account Holders' request. All authorized returns for "damaged" fabric will be subject to inspection. Since color variation often cannot be avoided from one dye lot to another, Seller does not guarantee dye lots and may not issue any credit for dye lot variation unless a cutting for approval was requested with the order. Refused shipments, Account Holder duplication of orders, or cancellations after fabric and/or trim has been cut are subject to a 25% restocking charge and all freight charges. No fabric can be returned for credit and/or refund if it has been processed by Buyer in any way. Fabric damage or failure due to color fading, pilling or shrinkage is not valid where there is evidence of heavy soiling, abuse, or improper cleaning.

**AFTER MARKET FINISHES:** All after market finishes and/or treatments (e.g., Teflon, Flameproofing, Laminating, Paper or Acrylic Backing, Soil and Stain Protection, etc.) are done at Account Holder's request and risk. Seller expressly disclaims any responsibility for and is not liable to Buyer and/or any user for variances in and/or damage to merchandise to which any after market finish and/or treatment has been applied. Any after market finish and/or treatment applied on washed fabrics may alter the prewashed characteristics. Shrinkage must be allowed. For prices for after market finishes and treatment, contact Customer Service. Prices are subject to change without notice.

**HANDLOOMED AND NATURAL FIBER FABRICS:** Handloom and natural fiber fabrics may have slight variations in weave and color that are not to be considered flaws. These variations are inherent to handloom textiles and natural fiber fabrics and are part of their unique character. The characteristic slubs enhance their natural beauty and texture. This texture is produced through a natural processing in carding, spinning and weaving. In many cases, the color is natural and not dyed. Because of variations in dye lots, yarns and weaves, the fabric in stock may vary from samples. Seller recommends a cutting from current stock be requested. No guarantees are made regarding colorfastness, fading or exact matching. All measurements quoted for repeats are approximate. Side matching of repeats on ikats, stripes, checks, plaids and ribbed patterns will not be exact.

**CORRELATED PRINTS:** Correlated prints are designed and colored so they may be used successfully together as companion designs in color correlated decorating plans. Color correlations should not be confused with an exact dye lot match. Commercial textile printing techniques make exact dye lot matches between various designs frequently impossible. The real color test for these fabrics is how well they look when installed in Buyer's room setting.

**MULTIPLE WIDTH DRAPERIES:** When planning multiple width draperies, it is Account Holder's responsibility to verify adequate pattern alignment before cutting to produce a satisfactory end result.

**DRAPERIES:** Small fluctuations in length of draperies may occur. No fabric is completely stable. A completely stable fabric would have no textural interest at all. It is reasonable to expect a 3% change in any drapery length depending on the fabric involved. Drapery fabrics, due to yarn contents, construction, humidity, etc., will expand or contract under certain atmospheric conditions. Buyer should allow sufficient fabric in the hems for later adjustments, should it be necessary.

**FADING:** The best available dyes are always used, but Seller's fabrics are not guaranteed against color fading through exposure to the sun or atmospheric conditions. Some colors are more fugitive than others. Colors can fade by oxidation ("gas fading") if fabrics are kept in storage for too long without airing. Impurities in the air may cause as much fading as the direct rays of the sun.

**MEMO SAMPLES:** Memo samples are available at all Seller showrooms. Seller does not guarantee that colors of memo samples will match the merchandise Buyer receives. If these memo samples are not returned within thirty (30) days, Buyer will be billed for them and will not receive credit for their return. The return date for memo samples may be extended upon request.

**CAUTION:** Due to the possibility of differences in dye lots, Seller recommends that all fabrics necessary to complete the job be in Buyer's possession before any work is started. Paints and special dye jobs should be made up to match actual fabrics, not sample equipment (e.g. memo samples, books, etc.). If an exact match is required, a cutting of current stock should be requested. No claims will be recognized on fabric after it has been in any way processed by Buyer.

**WARRANTY AND LIMITATIONS ON LIABILITY:** Seller warrants that the merchandise will, at the time it is delivered to Buyer, be free from defects in materials or workmanship within generally accepted industry standards. This warranty is in lieu of all other warranties with respect to the merchandise, including any implied warranties of merchantability or fitness. Any claim under this warranty shall be deemed waived unless made in writing within thirty (30) days of receipt of the merchandise by Buyer and before any part of the merchandise has been used, resold or transferred. Upon Seller's approval, non-conforming merchandise may be credited or replaced at Seller's option. Seller expressly disclaims any responsibility for and is not liable to Buyer and/or any user for (1) special or consequential damages arising out of or in any way connected with the sale or use of the merchandise, and (2) variances in and/or damage to merchandise to which any after-market finish and/or treatment has been applied. In no event shall Seller's liability exceed the amount paid by Buyer to Seller for the non-conforming merchandise. In no event shall Seller be liable for any failure or delay in delivery of all or any part of the merchandise, due, in whole or part, to lockouts, labor disputes, production or transportation interruptions or limitations, shortages or delays in delivery or receipt of materials, acts of God or any other cause beyond Seller's economically reasonable control. In no event may any action be brought against Seller more than one (1) year after the merchandise was delivered to Buyer.

**VENUE:** All sale and purchase agreements, purchase orders and invoices are made and performed in Moorpark, California, and shall be interpreted and construed in accordance with the laws of California without regard to its conflict of laws principles. Any action brought to resolve a dispute arising from the interpretation or construction of or to enforce any such agreement, purchase order and/or invoice shall be brought in Ventura County, California, and the parties consent to venue and jurisdiction of such courts.

It is understood and accepted by the undersigned Applicant that:

- All open account charges shall be deemed delinquent unless paid within thirty (30) days of invoice date.
- Applicant hereby acknowledges that late or delinquent payment by Applicant on its account will cause Pindler & Pindler, Inc. to incur costs not contemplated by the parties in opening the account, the amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing charges, bookkeeping charges, accounting charges and legal charges. Therefore, if payment of any account charges are not received by Pindler & Pindler, Inc. within ten (10) days after such charges have become due, then without any requirement for notice to Applicant, Applicant shall pay to Pindler & Pindler, Inc. liquidated damages equal to 1-1/2 percent per month for such overdue amount. Applicant and Pindler & Pindler, Inc. agree that such liquidated damages represent a fair and reasonable estimate of the costs Pindler & Pindler, Inc. will incur by reason of late or delinquent payment by Applicant. Acceptance of payments of such liquidated damages by Pindler & Pindler, Inc. will not constitute a waiver of Applicant's default with respect to such overdue amount nor prevent Pindler & Pindler, Inc. from exercising any other rights or remedies granted hereunder or by law.
- In the event Applicant fails to pay any account charges when due or proceedings in bankruptcy, receivership, or insolvency are instituted by or against Applicant or its property, Pindler & Pindler, Inc. may at its option declare the entire unpaid balance of Applicant's account due and immediately payable. Applicant agrees to pay all attorneys' fees, costs of suit, lien fees, collection agency fees and other costs of collection, suit or the enforcement of judgment incurred by Pindler & Pindler, Inc. in the collection of any charges to Applicant's account that become delinquent, whether or not Pindler & Pindler, Inc. institutes suit.
- A service charge of \$45.00 will be applied to each returned check and credit card chargeback.
- This Agreement shall remain in effect until terminated in writing by the undersigned to Pindler & Pindler Inc. Applicant agrees to notify Pindler & Pindler, Inc. within ten (10) days of any changes to Applicant's name, business status, or ownership. Pindler & Pindler, Inc. reserves the right to cancel any agreement to extend business credit and to re-evaluate the creditworthiness of Applicant under its new name, business status, or ownership.

_____	20
Signature	Date
_____	_____
Printed Name	Company Name Title

### PERSONAL GUARANTY

In consideration of the extension of credit by Pindler & Pindler, Inc. to \_\_\_\_\_ (Applicant herein), the undersigned does jointly and severally personally guaranty to pay and be responsible for payments of all sums, balances and accounts due Pindler & Pindler, Inc., including collection and/or attorneys' fees. This shall be an open and continuing guaranty and shall continue in force not withstanding any charge in the form of such indebtedness or renewals, or amendment, adjustment, modification or extensions granted by Pindler & Pindler, Inc. without obtaining consent thereto and until expressly removed by written notice from me/us to Pindler & Pindler, Inc. Any such revocation shall not in any manner affect my/our liability as to any indebtedness existing prior thereto. I/we do hereby waive notice of acceptance or notice of default or non-payment and waive action required by any statute against Applicant. No delay on Pindler & Pindler, Inc.'s part in exercising any right hereunder or taking any action to collect or enforce payment of any obligation hereby guaranteed either as against Applicant or any other person primarily or secondarily liable to Pindler & Pindler, Inc. shall operate as a waiver of any such right or in any manner prejudice Pindler & Pindler, Inc.'s rights against me/us. I/we agree that, in the event of any default at any time by Applicant, Pindler & Pindler, Inc. shall be entitled to look at me/us immediately for full payment without prior demand or notice.

_____	20
Signature	Date



## FREIGHT RECEIVING AND CLAIM POLICIES

### Page 1 of 2

**Curate to The Trade will contact you when your item ships.**

Please contact your receiver to let them know that it will be arriving.

### **RECEIVING AND INSTALLATION**

**A White Glove Receiver is required.**

A white glove service refers to the special attentive care given to fragile and expensive goods. This includes light touch up and special care with storage of items.

Manufacturers and Freight companies require delivery to Receivers for many reasons, **but importantly**, your Receiver is responsible for inspection and their failure to catch any issues upon delivery may be cause for a claim not to be honored. Both Manufacturers and Freight Carriers reserve the right to authorize repairs when necessary, rather than replacement of goods.

**Claims will not be honored on items that are no longer at or have been moved from the original delivery location. If you use a separate installer, items must be signed for in good condition. Any damage noted following this sign off will be the responsibility of the installation company.**

**Claims are not honored once the item has been delivered and installed in a client's home.**

### **REPORTING CLAIMS**

**All freight claims must be reported to CTTT within 48 hours of delivery.**

**All Manufacturer claims must be reported with in 3 days of delivery.**

### **FREIGHT DAMAGE**

**Your Receiver must note any external damage at the time of delivery.**

**Photos are required.**

**\*\*If the order contains glass, marble, ceramic, stone or is labeled FRAGILE, it must be opened and inspected immediately, with the driver present. \*\***

**IF, "OPEN AND INSPECT" is listed or noted in the body of the freight bill, all items must be opened, inspected, and any damage noted at delivery, with driver present. Failure to do so will release the Freight carrier, manufacturer, and Curate to the Trade LLC of any liability for damage thus, voiding any later claims.**

### Page 2 of 2



## FREIGHT RECEIVING AND CLAIM POLICIES

### **MANUFACTURER CLAIMS**

**Do not discard the original packaging until the merchandise has been approved as free of damage. Failure to keep the original packaging may result in fees or a void on the claim.**

**Original packaging is necessary when returning a damaged item. If it is not available, fees may incur to repackage the item.**

### **PHOTOS**

Clear and detailed pictures from several angles are required for claims. In addition, video can be helpful to convey the extent of the damage. **Please include any photos of how the item was packaged/cartoned to illustrate the possible cause of damage.**

**All claims not noted at delivery must be reported within 3 days for consideration**

### **REPLACEMENT POLICY**

When a Replacement item is authorized; the original item must be packed and ready for return when replacement arrives.

**\*\*Failure to meet this requirement may result in added pick-up/delivery and cartoning charges.\*\***

### **REPAIRS**

Do not place an order for replacement(s), for repair parts, or have repairs made on a claim without prior authorization from the freight carrier or Curate to the Trade LLC. **Doing so gives just cause to make any claims null and void. Curate to the Trade LLC, will not be liable for any replacement/repair costs without our prior approval.**

### **DISCLAIMER**

THESE ARE GENERAL CLAIMS GUIDELINES. FREIGHT CARRIERS AND MANUFACTURERS MAY HAVE ADDITIONAL POLICIES. IF YOU NEED MORE INFORMATION, PLEASE CONTACT YOUR SALES REP.

**I have read and understand this document.**

**Signature \_\_\_\_\_ Date \_\_\_\_\_**