



CABINET MAKEOVER KITS

CREDIT APPLICATION

NEW CUSTOMER CHECKLIST

CHECK WHEN COMPLETE

- Include 4 complete trade references.....
Requested amount of Credit \$.....
Signed by Authorized Representative (Owner/Officer preferred).....
If requesting tax free status, attach State Resale Certificate.....
When complete fax to (281) 607-4402 or email to CustomerService@Qwikkit.com.....
Mail Original to: Qwikkit, Accounts Receivable
15002 Sommermeyer Street, Ste 100, Houston, TX 77041.....

CUSTOMER INFORMATION

Form with fields for Company Name, Street Address, City, State, Zip, Type of Business, DBA, State of Incorporation/Organization, State I.D. Number, Tax Status, DUNS #, Federal I.D. Number, Tax Exempt Number, Payables Contact, Email, Principal(s), Phone, Number of Years in Business, Years at Current Address, Prior Business Address, Number of Employees, Company Website.

FINANCIAL INFORMATION

Bank Name:	
Address:	
Contact:	Phone: ()
Email:	Fax: ()
Account #:	

TRADE REFERENCES

(Please provide references that have extended credit in amounts similar to the credit line you are requesting from Qwikkit. FOUR are required.)

COMPANY NAME	CITY	STATE	PHONE
1.			()
2.			()
3.			()
4.			()

To induce Cinch Kit, LLC dba Qwikkit ("Qwikkit") to extend credit to the Customer signing this document, Customer agrees to the terms on this Credit Application ("Application"); and certifies that the information provided in this Application is true, correct and accurate; and acknowledges that the information is being provided to Qwikkit for the purpose of obtaining credit; and agrees to promptly give Qwikkit prompt written notice of any change in the information. Customer acknowledges that the foregoing information is material and will be relied on by Qwikkit in determining whether to extend credit.

Customer authorizes Qwikkit to investigate Customer's credit, employment and income records, contact the references listed above and others for credit information, and to report Customer's purchases and payments to credit bureaus and other interested parties. Customer and each Guarantor who signs this document authorize all trade references, banks and credit reporting agencies to disclose to Qwikkit any and all information concerning the financial and credit history of Customer and Guarantor.

TERMS OF SALE

Customer agrees that all sales by Qwikkit are subject to Qwikkit's Standard Terms of Sale in effect at the time of sale ("Terms & Conditions"). Customer acknowledges having received and read Qwikkit's current Terms and Conditions and understands that Qwikkit will provide Customer with a current copy of Qwikkit's Terms & Conditions upon written request.

1. Customer agrees to pay for all purchases made on its account, service charges, and other charges or fees, plus collection costs, including court costs and reasonable attorneys' fees if not prohibited by applicable law. All payments shall be payable to Qwikkit, LLC, 15002 Sommermeyer Street, Houston, TX 77041, or such other place as Qwikkit may designate.
2. Interest on overdue accounts will be assessed at a periodic rate of the lesser of 1.5% per month or fraction thereof, or the highest legal rate on all past due sums, but in no event shall the interest contracted for, charged or received hereunder ever exceed the maximum rate of interest from time to time permitted by applicable usury law. If for any reason the interest paid or received produces a rate that exceeds the maximum nonusurious rate, such payment shall be deemed an accidental and bona fide error. A charge of \$50.00 will be made for each check or other instrument for payment to Qwikkit that is returned unpaid. Payments shall be applied first to interest and returned check charges and then to purchases.

3. Default under this Agreement shall occur upon Customer's failure to make any payment when due; Customer's violation of any other provision of this Agreement; Qwikkit's receipt of information that Customer is unable or unwilling to perform the terms of this Agreement; Customer's death, dissolution or cessation of business; Customer becoming the subject of bankruptcy or insolvency proceedings; or Customer supplying Qwikkit with misleading, false, incomplete or incorrect information. Upon default, Qwikkit may exercise any remedy permitted it by law including terminating Customer's credit privileges and immediately accelerating any sums owed Qwikkit. Customer agrees to pay Qwikkit for all collection costs, expenses, reasonable attorneys' fees and court costs, if not prohibited by law, incurred in the collection or enforcement of any obligation of Customer or a Guarantor, regardless of whether suit is filed or not. Customer waives grace, demand, presentment, notice of intent to accelerate, notice of acceleration, protest and notice of protest, and any other notice and diligence in collecting and bringing suit against any party hereto. Qwikkit may reduce Customer's credit line at any time without notice at Qwikkit's sole discretion.

4. Qwikkit's failure to require performance of any provision hereof will not affect Qwikkit's right to require such performance at any time thereafter, nor will the waiver by Qwikkit of a breach of any provision hereof. If any provision of this Agreement, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.

5. All purchases by the Customer and the extension of credit by the Qwikkit are for business, commercial, investment or other similar purpose and not primarily, family, household or agricultural use; as such terms are used in the Texas Finance Code.

6. Customer may not sell, assign or transfer this account without the express written consent of Qwikkit may sell, assign or transfer this account or any portion thereof without notice to Customer.

7. EXCEPT AS SPECIFICALLY STATED IN A WRITTEN WARRANTY ISSUED BY QWIKKIT WARRANTS ONLY THAT QWIKKIT PRODUCTS MEET QWIKKIT'S WRITTEN SPECIFICATIONS. QWIKKIT DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) AND ANY AGREEMENTS, REPRESENTATIONS, AFFIRMATIONS, OR WARRANTIES, WHETHER ORAL OR WRITTEN, MADE BY ANY AGENT, EMPLOYEE, OR REPRESENTATIVE OF QWIKKIT shall not be liable for incidental, consequential, or special damages of any kind arising from the goods furnished by Qwikkit. Qwikkit's maximum liability under any warranty shall be providing replacements for any defective materials.

8. THIS AGREEMENT AND ANY SALES OR EXTENSIONS OF CREDIT BY QWIKKIT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS THE STATE OF TEXAS EXCEPT THOSE RELATING TO CONFLICT OF LAWS. ALL ACTIONS BETWEEN QWIKKIT AND CUSTOMER OR A GUARANTOR SHALL BE BROUGHT IN HARRIS COUNTY, TEXAS OR THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF TEXAS, HOUSTON DIVISION.

9. The undersigned represents and warrants that he or she is duly authorized and has legal capacity to bind Customer to the Terms & Conditions of this agreement.

10. This Agreement constitutes the entire agreement between Qwikkit and Customer.

Customer's Authorized Signature:	Date:
Printed Name:	Title:



PERSONAL GUARANTEE

(Please complete a separate sheet for each Guarantor.)

Name of Account Guaranteed:
Guarantor: <i>(Print Name)</i>
Social Security Number: / /
Guarantor Address:
Guarantor Phone: ()

For valuable consideration and to induce Qwikkit Manufacturing to extend credit to Customer, I jointly and severally and unconditionally personally guarantee to promptly pay all past, present, and future indebtedness of Customer to Qwikkit, and all renewals, extensions, and rearrangements of such indebtedness, together with all interest, attorneys’ fees and court costs for which Customer may become liable in connection therewith.

I agree to pay Qwikkit, or its successors or assigns, all costs and expenses, including reasonable attorneys’ fees, incurred by Qwikkit in enforcing this Guaranty. This is a continuing guaranty. All extensions of credit and financial accommodations made by Qwikkit shall be conclusively presumed to have been made in acceptance hereof.

I waive notice of acceptance of this Guaranty and of any liability to which it applies or may apply, and waive presentment, demand, notice of dishonor or nonpayment, notice of intent to accelerate, notice of acceleration, protest and notice of protest, any other notice and diligence in collecting and bringing suit or any other action by Qwikkit in collection including any notice of default or other notice to, or demand on, any party. Qwikkit, its successors and assigns, shall not be liable for failure to use diligence in the collection of any indebtedness hereby guaranteed, or in preserving the liability of any person liable on said indebtedness.

This is a guaranty of payment and not of collection, and I waive any right to require Qwikkit to (a) proceed against Customer, (b) proceed against or exhaust any security or collateral, or (c) pursue any other remedy. I/we waive any defense of Customer or any other guarantor of Customer’s indebtedness, and I/we shall remain personally liable hereunder regardless of whether Customer or any other person is found not liable for the indebtedness to Qwikkit.

Until all indebtedness shall have been paid in full, I/we waive any rights of subrogation, right to enforce any remedy which I/we or Qwikkit now or hereafter may have against Customer, and any right to participate in any security now or hereafter held by Qwikkit. This guaranty shall be available to the successors and assigns of Qwikkit and shall be binding upon Guarantor(s) successors, assigns, heirs and administrators.

I give permission for Qwikkit to check my personal credit history with any credit-reporting agency or perform a background check on my personal history.

Guarantor’s Authorized Signature:
Printed Name: _____ Date: _____