



Cinderella Inc.
cinderellainc.com

**SALES AGREEMENT AND
APPLICATION FOR CREDIT**

**ALL PAGES MUST BE COMPLETED AND SIGNED
IN ORDER TO BE PROCESSED**

SELLER: Cinderella, Inc: 1215 S. Jefferson Ave.; Saginaw, MI 48601; P 989.755.7741; F 989.755.0910
2752 Mullins Ave, N.W.; Grand Rapids, MI 49534; P 616.791.0060; F 616.791.0057
8520 East 33rd Street; Indianapolis, IN 46226; P 317.897.8410; F 317.897.8413

BUSINESS INFORMATION:

Legal Name of Business (BUYER) _____ Premises is:
 Rented Leased Owned
 Doing Business As or Trade Names _____ In business since _____ Shipping Address is:
 Commercial Residential
 Billing Address _____ City _____ State _____ Zip _____
 Physical Address _____ City _____ State _____ Zip _____
 () ()
 Business Phone _____ FAX Phone _____ Sales Tax ID Number _____
 Accounts Payable Contact Person _____ Purchasing Contact Person _____ \$ _____
 E-Mail Address(es) - (Note that invoices and statements will be sent to the designated email address or fax number) _____ Anticipated Monthly Purchases \$ _____
 Tax ID # (Corp) _____ Social Security # (Partnership) _____

If tax exempt, certificate is
Required to be in our files.

Business Insurance Carried (specify) _____
 Have you ever filed bankruptcy? _____ If yes, when? _____
 Please attach explanation.

Are there any pending lawsuits or tax claims? _____ If yes, please attach detailed explanation

Please list all secured creditors _____

OWNERSHIP INFORMATION:

Type of Business: Corporation - Date and State of Incorporation _____
 Partnership Ltd. Partnership Sole Proprietorship
 Limited Liability Company

Name and address of Owners, Partners or Officers:

Name	Title	Residence Address	Res. Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a general Partnership or Sole Proprietorship, provide social security # of all owners / partners.

REFERENCES

BANK REFERENCES:

Bank Name #1

Address

City State Zip

Bank Name #2

Address

City State Zip

Banking Contact/Loan Officer

() ()
Telephone FAX

/ /
Account Numbers - Checking / Savings / Loan

Banking Contact/Loan Officer

() ()
Telephone FAX

/ /
Account Numbers - Checking / Savings / Loan

TRADE REFERENCES:

List four trade references where your business has an open account. Please include at least 2 references in the Pool/Spa Industry:

Company Name

Address

City State Zip

() ()
Telephone FAX

Contact Title

Company Name

Address

City State Zip

() ()
Telephone FAX

Contact Title

Company Name

Address

City State Zip

() ()
Telephone FAX

Contact Title

Company Name

Address

City State Zip

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Telephone FAX

Contact Title

STANDARD CREDIT AGREEMENT

The UNDERSIGNED, having or desiring a credit account with Cinderella, Inc., 1215 S. Jefferson Ave., Saginaw, MI 48601 and its affiliates, subsidiaries, divisions or related companies (hereinafter collectively referred to as Cinderella), authorizes CINDERELLA, in connection with the establishment and maintenance of such account, to investigate the credit worthiness of the UNDERSIGNED, including but not limited to contacting the UNDERSIGNED'S supplier(s) and bank(s).

The UNDERSIGNED warrants and affirms that it is financially able to meet the commitments made to CINDERELLA and will pay promptly when due any invoice rendered by CINDERELLA on or before the agreed due date as set forth on each invoice, at the remittance address shown on the invoice.

THE UNDERSIGNED and CINDERELLA acknowledge and agree that as an additional cost of the merchandise and/or services, A CHARGE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH (18.0% per annum) or such higher amount as may be permitted by law, shall be due and payable on any and all invoices that are not paid on or before the due date of the invoice(s). These charges are construed as time-price differentials and these charges are not to be considered interest.

CINDERELLA reserves the right to suspend credit terms to the UNDERSIGNED if any invoice is delinquent, or if in the judgement of CINDERELLA, there has been a material adverse change in the UNDERSIGNED'S financial condition. Thereupon CINDERELLA shall have the right to demand payment in full of all outstanding invoice(s) and interest before further shipments of any goods. The UNDERSIGNED agrees that in the event any charges are not paid when due, the UNDERSIGNED will pay, in addition to the time-price differential, all the costs of collection, including but not limited to attorney's fees and court costs.

The UNDERSIGNED further grants to CINDERELLA a security interest in BUYER'S equipment, contract rights, inventories, receivables and proceeds of sales as collateral to secure the customer's performance of all obligations. The customer further authorizes the seller to file a financing statement without customer's signature.

No sales will be made by CINDERELLA upon any credit or deferred terms unless and until this account is approved and accepted in Saginaw, Michigan by an authorized representative of CINDERELLA and that the terms extended, if any, by CINDERELLA are extended under the laws of the State of Michigan. The laws of the State of Michigan shall govern the relationship created between CINDERELLA and the UNDERSIGNED and any disputes which may arise between the parties will be litigated in the courts of the State of Michigan.

ENTIRE FORM MUST BE COMPLETED AND SIGNED IN ORDER TO BE PROCESSED

I (We) certify that all information supplied under this credit application for an open account is complete, true and accurate to the best of our knowledge. I (We) authorize CINDERELLA to obtain such information as it may require in order to verify the information contained herein. A signature on this document provides permission to pull a credit bureau report on any individual who may be liable under this agreement (such as a personal guarantor, proprietor, general partner, or similar person). I (We), on behalf of UNDERSIGNED BUYER certify that the above "Standard Credit Agreement" and attached "Terms and Conditions of Sale" have been read and understood and agree to be bound by all the terms and conditions contained herein.

Authorized Signature(s) to bind **BUYER**:

Name of Company (BUYER)

Authorized Signature

Printed Name and Title

Date

ACCEPTED BY SELLER:

AUTHORIZED SIGNATURE FOR CINDERELLA, INC.

Date

Please submit financial statements for last two years with this application.

GUARANTY OF PAYMENT

The undersigned, in consideration of the sales on credit to the above BUYER, jointly, each severally and each jointly, with each other do unconditionally, irrevocably personally guarantee full and prompt payment of this account when due according to its terms, together with all legal and other costs and expenses paid or incurred by Seller in enforcement and collection of said account. Revocation can be made in writing but will be effective only when received by seller and only as to materials sold after date of such receipt of notice of revocation. Guarantors waive any right to notice of non-payment, and any extensions or forbearance by seller shall have no effect on enforceability of this guaranty. If a spouse is a co-guarantor, he or she executes the guaranty on the basis of their personal interest in the welfare and growth of the Buyer company. This is a guarantee of payment. The guarantee is personal in nature and the undersigned acknowledges personal liability and consents to having a credit bureau report ordered by Cinderella.

Printed Name

Signature

Date

Printed Name

Signature

Date

Printed Name

Signature

Date

Social Security #

Social Security #

Social Security #

IMPORTANT: THE ADDITIONAL TERMS PRINTED ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT.

TERMS & CONDITIONS OF SALE

GENERAL: Positively no claims for shortages allowed unless notification of same is given in writing within 24 hours after receipt of goods; otherwise, all such objections are deemed waived and the account will become stated. Cinderella represents that with respect to the production of the articles and/or the performance of the services covered by this invoice it has fully complied with Section 12(a) of the Fair Labor Standards Act of 1938, as amended. Possession of Cinderella's price list and/or catalog does not constitute authorization to purchase products at wholesale from Cinderella. Prices, product, availability, and conditions of sale are each subject to change without notice. Every precaution is taken to eliminate catalog errors and to describe merchandise accurately. Should an error be found in description or price, Cinderella reserves the right to make corrections. Oral statements and quotes of sales personnel are not binding until approved in writing by an officer of Cinderella.

TERMS: As noted on the face of the invoice. Invoices not paid in accordance with terms are subject to a time-price differential of 1-1/2% per month or 18% per year. Customers with an account balance sixty days or older may be sold on a C.O.D. basis only plus an amount added to subsequent orders to reduce the account balance, until the account is current. Customers shall be responsible for payment of all attorneys' fees and costs of collection incurred by Cinderella in collecting overdue accounts.

CASH OR CERTIFIED CHECK ONLY: Payments for orders shipped via UPS or common carrier will be paid for in cash until such time as Cinderella has received a completed Customer Information Survey and Credit Application. Cinderella will accept advance payment by Credit Card in lieu of cash, subject to a 2% surcharge.

BILLING MINIMUM: Minimum invoice billing amount is \$15.00 with a minimum regular route delivery of \$250.00 per stop excluding any case deposits. When an invoice totals less than \$15.00, excluding freight and taxes, Cinderella reserves the right to impose a billing charge of at least \$3.00 to such invoice. A handling charge will be applied to all specially dispatched shipments.

CHECKS: A fee of at least \$25.00 will be assessed each time a check is returned unpaid by your bank. Checks marked "payment in full" are invalid unless sent pursuant to a specific written agreement. Otherwise, checks marked "payment in full" will be presumed to have been tendered in bad faith and will not be accepted as full settlement on an account.

SHIPMENTS: All shipments are F.O.B. Cinderella's facility unless delivered by our route trucks. Large items such as in-ground steel pool kits and spas will require help unloading from route trucks. Route truck schedule is in effect from approximately April until October. Route truck orders must be placed by 5:00 p.m. **2 days prior** to delivery day. On U.P.S. shipments the shipping charges are added to the invoice; common carrier shipments will go freight collect.

SPECIAL ORDERS: All orders for special items are binding at the time the order is placed with Cinderella. **Special orders must be placed in writing.** If an order must be cancelled, we will attempt to cancel with the manufacturer. If it is too late to cancel your order, the order will be binding. Customers are responsible for freight and handling charges associated with special orders.

RETURNS: All returns including warranty and repair returns must be accompanied by a Return Material Authorization (RMA). Drivers are not allowed to pick up returns without proper paperwork. The RMA number must be affixed to those items being returned. **Your credits may be delayed or lost if you do not adhere to proper procedures.**

RMA PROCEDURES:

- A. For an RMA to be issued, please **FAX or EMAIL** Cinderella a completed "**RMA REQUEST FORM**"
- B. Once an RMA is issued, merchandise should be handled as follows:
 1. pack in original container;
 2. be sure the contents of the package are shown (for example: manufacturer, model, size, etc.);
 3. protect the merchandise to avoid any possible damage during shipment; and
 4. obtain RMA receipt from our representative upon releasing it to Cinderella's possession.
- C. Conditions affecting returned goods:
 1. credit for the authorized return of new merchandise is available only if returned within 30 days of purchase;
 2. a restocking/handling charge may be applicable on the return of merchandise; and
 3. special order merchandise is not returnable (see Special Orders above).

CHLORINE CASES & BOTTLES: Non-Funshine chlorine cases and bottles are not returnable to Cinderella. Funshine bottles must be either in original cases or boxed. Credits will be issued only on reusable cases and bottles after our inspection and count.

WARRANTIES: Cinderella warrants its products to be new and covered by any applicable manufacturer's warranty against defects in materials and workmanship under normal use and service for which the products were designed. Manufacturers' warranties generally provide for repair or replacement of defective products without charge within a limited warranty period. Cinderella warrants that it has delivered copies of all available manufacturers' warranties to the buyer and if any product is defective under those warranties, it will promptly investigate and submit a warranty claim to the product manufacturer on buyer's behalf. Cinderella does not itself warrant the quality of products manufactured by others; those products are sold "AS IS."

LIMITED LIABILITY: IN NO EVENT SHALL CINDERELLA BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM PRODUCTS SOLD, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR DAMAGES RESULTING FROM LOSS OF USE OR PROFITS, OR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CINDERELLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NEGOTIATION OF WARRANTY: CINDERELLA HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT ITS RECOURSE FOR DEFECTS AND COMPONENTS NOT MANUFACTURED BY CINDERELLA SHALL BE UNDER THE MANUFACTURER'S WARRANTY, IF ANY IS IN EXISTENCE, AND THAT CINDERELLA MAKES NO REPRESENTATION AS TO THE EXISTENCE OR DURATION OF ANY SUCH MANUFACTURER'S WARRANTY. CUSTOMER ACKNOWLEDGES THAT ANY RECOMMENDATIONS OR TECHNICAL ADVISE FURNISHED BY CINDERELLA OR ITS REPRESENTATIVES CONCERNING THE USE OR APPLICATION OF THE PRODUCTS IS BELIEVED TO BE RELIABLE, BUT CINDERELLA MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION OR THE RESULTS EXPECTED TO BE OBTAINED.