



(Homeowners please contact a sales representative on the contact page.)

New Account Application

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Lifetime Sales Rep: \_\_\_\_\_

**Customer Information Form**

Complete one form for each location

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**(map required)**

Delivery Phone: \_\_\_\_\_ Backup Delivery Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web Site: \_\_\_\_\_

**Names of Main Contacts:**

Orders: \_\_\_\_\_

Delivery: \_\_\_\_\_

Payables: \_\_\_\_\_

**Customer Information Continued**

Complete one form for each location

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

State of Cabinet Delivery: \_\_\_\_\_ County: \_\_\_\_\_

**Type of Business:**  Corporation  Partnership  Single Proprietor  Other

Federal Tax ID#: \_\_\_\_\_  
\*\*required:

**Principals**  
Name: \_\_\_\_\_ \*\*SS#: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_ \*\*SS#: \_\_\_\_\_  
Title: \_\_\_\_\_

Name: \_\_\_\_\_ \*\*SS#: \_\_\_\_\_  
Title: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Years in Business: \_\_\_\_\_ Annual Cabinet Sales: \_\_\_\_\_

**Trade References:**

Business Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Business Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

Business Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax #: \_\_\_\_\_

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\*\*\*FAX NUMBERS ARE REQUIRED\*\*\*

**PERSONAL GUARANTEE:**

*In consideration of funds accepted by Lifetime Cabinets to the applicant for purchased merchandise, the undersigned guarantor/guarantors each hereby contract and guarantee to Lifetime Cabinets/ the payment of all accounts of said applicant for the purchases made within 5 years after the date of this application, based upon the standard terms and conditions of each sale of product. The undersigned guarantors each expressly waive all notice of acceptance of this agreement.*

**DEALER AGREEMENT**

The signatures below will also suffice as a dealer agreement for the following terms and conditions:

*The purpose of this agreement is to provide clear understanding of the terms, conditions, and responsibilities involved in the establishment and continuation of a dealership with Lifetime Cabinets. All information contained within this document is contingent upon dealership approval by our company. Throughout this document, the dealer will be referred to as the Purchaser and Lifetime Cabinets will be referred to as LT. This agreement is between the above signed and LT of Dublin, GA. LT agrees to sell to the Purchaser, by and according to, the terms in this agreement. No person or party will have the authority to delete, add to or alter this agreement except by authorized individual of LT. Both the Purchaser and LT have the authority to cancel this agreement at any time with a 30 day written notice, provided the Purchaser shall accept and pay for all orders placed into production and LT, shall process and complete any orders placed by the purchaser prior to the end of the (30)day cancellation date with the account in good standing.*

**Signatures Required below:**

<b>Owner/Primary Corporate Officer:</b>		Date:	
<b>Spouse of Owner/Officer:</b>		Date:	
<b>Owner/Corporate Officer:</b>		Date:	
<b>Spouse of Owner/Officer:</b>		Date:	

**Sales Tax Status and/or Certificate number for primary delivery address:**

Primary Delivery Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

**\*\*\*\*\*FAX A COPY OF THE CERTIFICATE TO 478-275-4269 \*\*\*\*\***  
 Per state law - a copy of the certificate must be maintained on file at Lifetime.  
**Write in Resale Certificate No. or Taxable:** \_\_\_\_\_

*\*\*Please note that Lifetime is not registered to pay taxes on your behalf in all states. This means that a certificate may be required to conduct business with our company.\*\**

*The above resale number certifies that all purchases of tangible personal property purchased from Lifetime Cabinets for delivery to the above named taxing jurisdiction are exempt from sales and use tax.*

*The certificate shall continue in force until expired or revoked in writing and shall be effective for each order produced. If any purchase is later utilized other than for resale, buyer agrees to pay such tax as necessary to comply with state and municipality regulations.*

### **Delivery and Acceptance of Goods**

LT delivers its products to the Purchaser using three methods. Lifetime fleet, contract hauler, and LTL. Should the Purchaser request that orders be delivered via any method, it will be at the Purchaser's risk. Orders will be delivered to the Purchaser's place of business unless special arrangements are made prior to scheduling the delivery. The final cost for delivery is included in the invoice of each order and is not subject to trade. Jobsite deliveries are available for an additional fee, providing the site is accessible by the appropriate sized vehicle scheduled for the delivery. The Purchaser must provide the delivery address at the of confirmation. There must be someone at the dealer's place of business/job site who will be responsible for accepting the order and checking off the shipping list. Delivery location must be legally accessible by a tractor trailer with an overall 86 feet. If delivery is attempted and cannot be completed, due to access or personnel, LT reserves the right to deliver to a local storage facility or return to the plant. In this instance, Purchaser will be back-charged for any additional costs incurred over and above the regular freight costs. Should the Purchaser refuse COD delivery or not comply with COD terms, a double delivery charge will be for the second delivery. Liability for furnishing and delivering goods ceases by Lifetime upon arrival at the Purchasers warehouse/ /job site. It is the Purchaser's responsibility to inspect for damage, check off product, and to unload. Drivers will tailgate product.

\*\*Damage must be noted at time of delivery and be accompanied with Driver and Purchaser's signatures.\*\*

\*\*Concealed damages will be honored for 14 days. Credits will not be issued for damages after 14 days\*\*

### **Dealer (Purchaser) Requirements**

Lifetime Cabinets Inc (LT) expectations of all dealers includes the active promotion of product in your area. Your representative may designate the marketing area in which you will be eligible to promote and sell Lifetime cabinetry. Lifetime or our representatives do not grant exclusive territories, however, if a Purchaser is performing well, a representative will exercise good judgement with regard to setting up another dealer in close proximity to your business. It is the Purchaser's responsibility to cover this issue when meeting with your representative. Your rep may have certain criteria regarding displays, sales goals, training, etc...that should be detailed on an attached addendum.

In order to be considered for a Lifetime Cabinet dealership the Purchaser should have a place of business other than his/ her home. The Purchaser should be willing to purchase a dealer sales kit and to update sales aids.

The Dealer Sales Kit enables the dealer to show the basic features of our products.

LT expects all Purchaser's to be ethical, fair and observe good business practices. Should we receive end user complaints about the conduct of a dealer, Lifetime may take appropriate action including termination of the Purchaser's account to remedy the problem.

### **Lifetime Cabinets/ Warranty**

LT warrants the cabinet box construction and finish against defective materials and workmanship for a period of one year to the original purchaser. Except as stated, LT makes no warranties, either expressed or implied to any matter whatsoever; including without limitation, the condition of its products, and their merchantability of fitness for any particular purpose. There are no warranties that extend beyond the description as noted.

LT expects the Purchaser to complete their contractual obligations with the end user. All adjustments required to make the cabinet functional, such as adjustments to drawers, doors, and their hardware are the Purchasers responsibility.

If a field inspection is required by a LT representative, it is the Purchaser's responsibility to accompany the rep to the job.

### **Controlling Law**

This agreement and all rights and obligations hereunder shall be governed by the laws of the State of Georgia with venue and jurisdiction in the appropriate County or State Court in Laurens County, Georgia. Purchaser hereby submits and agrees to in personom jurisdiction in the appropriate County or State Court in Laurens County, Georgia and agrees that any attempted removal to United States District Court is hereby waived as well as any transfer to any other court or venue.

### **Acknowledgements of Orders**

Orders are received by fax or email to the Lifetime order entry department. Regular production orders submitted by the Purchaser are acknowledged by fax within twenty-four to forty-eight hours upon receipt of order.

The Purchaser has until Thursday of that week to confirm or change the order to make the cut-off. The Purchaser must in writing make any changes or corrections by fax. Parts orders are placed with vendors in a short period of time and therefore, changes are not accepted after confirmation. The Purchaser is responsible for the accuracy on the original order.

Orders are not accepted by phone. Changes will be subject to a restocking fee after forty-eight hours from confirmation. Cancellations are subject to a restocking fee after forty-eight hours from confirmation. Unauthorized returns will not be credited and a restocking fee will be applied as necessary.