



CREDIT & TERMS/CONDITIONS AGREEMENT FORM

POLICY & TERMS

CREDIT POLICY: Statements are rendered as of the **NET 30 Terms, C.O.D.** restrictions may be placed on any past due account.

CREDIT TERMS: All invoices are due **HOMEnhancements**. A service charge of one and one half percent (1.5% per month), or (18% per annum) or the highest legal rate, which ever is less may be assessed on delinquent invoices. **Orders that qualify for Pre-Paid Freight must be paid within Terms in order to deduct freight charges from invoice. Prepaid Freight Orders NOT paid within terms are subject to Freight Charges. ALL orders must be placed in writing via Purchase Order, and must be faxed to 972-416-6299 or emailed to Orders@Sunwayfan.com . Any revisions to original PO, must be adjusted and re-submitted to Sunway via fax or email.**

VENUE: All amounts due for purchases from **HOMEnhancements** are payable at **1505-A Kelly Blvd. , Carrollton, TX 75006**. It is further agreed that this agreement is entered into in the state of **TEXAS** and is governed by the laws of the state of **TEXAS**.

CHANGE OF OWNERSHIP: I/We understand that we must notify **HOMEnhancements** in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established.

In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

I/We certify that this request is for the extension of credit for business purposes only and not for the extension of credit for personal, family or household purposes.

AGREEMENT

Applicants signature attests to financial responsibility, ability and willingness to pay in accordance with above terms.

SIGNATURES

Firm Name			
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

PERSONAL GUARANTEE

For valuable consideration, the receipt of which is acknowledged, including but not limited to the extension of credit by **HOMEnhancements** to **Credit Applicant Name Here** the undersigned, individually, jointly and severally, unconditionally guarantee(s) to **HOMEnhancements** the full and prompt payment by **Credit Applicant Name Here**, of all obligations which Guarantor presently or hereafter may have to **HOMEnhancements** and payment when due of all sums presently or hereafter owing by Guarantor to **HOMEnhancements** Guarantor agrees to indemnify **HOMEnhancements** against any losses **HOMEnhancements** may sustain and expenses any indebtedness of debtor guaranteed hereunder or in enforcing this guaranty against guarantor. This shall be continuing Guaranty. Diligence, Demand, Protest or notice of any kind is waived. It shall remain in full force until guarantor delivers to **HOMEnhancements** written notice revoking it as to indebtedness incurred after such delivery. Such delivery shall not affect any of guarantor's obligations hereunder with respect to indebtedness heretofore incurred.

The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a credit report on the undersigned, by the above-named business credit grantor, from time to time as be needed, in the credit evaluation process.

Print Name _____ Sign Name _____ Date _____

Print Name _____ Sign Name _____ Date _____

The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act.. The federal agency that administers compliance with law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.



CONTACT INFORMATION

MUST FILL OUT CONTACTS DETAILS BELOW

	Name	Phone #	Email Address
AP Contact			
Sales Contact			
Receiving Contact			

OFFICE USE ONLY

Fill in each box

Credit Limit	
Terms	
Freight Amount	
Price Level	
Customer Type	
Sales Rep/ Agency	
Free Freight Day	

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)												
Address (Street & number, P.O. Box or Route number)													
City, State, ZIP code													
Texas Sales and Use Tax Permit Number (must contain 11 digits)													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> <td style="border: 1px solid black; width: 25px; height: 15px;"></td> </tr> </table>													
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 250px; height: 15px;"></td> <td style="padding-left: 20px;">(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</td> </tr> </table>			(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)										
	(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)												

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, State, ZIP code: _____


Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.**

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sunway Fan Company / DBA HOMEnhancements		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 1505-A Kelly Blvd		Requester's name and address (optional)
	6 City, state, and ZIP code Carrollton TX 75006		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number									
7	5	-	2	5	6	5	3	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Shane Pitchford</i>	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

HOMEnhancements Terms and Conditions of Sale

For Shipments Within the United States of America
Effective February 24, 2017

TERMS & CONDITIONS

While every effort is made to ensure that the content of this website is accurate, the website is provided "as is" and HOMEnhancements makes no representations or warranties in relation to the accuracy or completeness of the information found on it.

In no event will HOMEnhancements be liable for any incidental, indirect, consequential or special damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of profit, loss of contracts, goodwill, data, information, income, anticipated savings or business relationships, whether or not advised of the possibility of such damage, arising out of or in connection with the use of this website.

TERMS

HOMEnhancements products are subject to Net 30 Day terms from date of invoice(s). Additional information can be found in the section titled PAYMENT AND COLLECTION within this document.

FREIGHT ALLOWANCE - HOMEnhancements products may be combined on an order to qualify for freight allowance. All shipments are FOB Carrollton, TX, and any authorized vendor location across the United States.

All orders for HOMEnhancements products having a distributor price greater than negotiated FFA or more for one consignee for one shipment qualify for freight **allowance if invoice is paid within Terms.**

All orders for HOMEnhancements products having a distributor price less than FFA will be assessed freight and handling charges. Less than FFA will be assessed freight and handling charges.

ALL SHIPMENTS - For all orders that qualify for freight allowance, we reserve the right to select the carrier and to route shipments at our discretion. We will ship in the manner selected by the customer provided the customer assumes any additional transportation costs.

TRANSPORTATION CLAIMS - Our products are inspected prior to shipping. Our packaging is regularly inspected by transportation authorities who assume responsibility for both apparent and concealed damages sustained by improper handling. Title passes to purchaser upon delivery by us to the carrier, and all claims for damages or shortages in transit shall be made by purchaser with delivering carrier. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from the consignee to HOMEnhancements. Each shipment must be inspected by purchaser upon arrival. Any claims must be submitted via email to HOMEnhancements/Home Enhancements within 5 business days after delivery.

PACKAGING - The company reserves the right to optimize packaging at our discretion. Some products may only be available in bulk package multiples or case quantities.

PRICES - Prices are subject to change without notice. In the event of a price increase, all accepted orders on hand will be filled at the lower prices provided such order are released for shipping prior to the effective date of the price increase. If the orders are not released for shipment prior to the price increase, the orders will be billed at prices in effect at the time of shipment. Special quoted orders that cannot be released for shipping prior to the price increase may be subject to an increase in price. Prices do not include lamps unless so specified.

RETURN OF STOCK MERCHANDISE - No merchandise may be returned without prior written authorization from HOMEnhancements/HOMEnhancements. Requests to return merchandise must be made within four (4) months from date of shipment by us. All returns must be shipped

prepaid to the location designated on the return good authorization (RGA). All product(s) must be packaged in original packaging and in salable condition. Credit will be issued on the original invoice price, or price in effect at time of return, whichever is lower, less a minimum restocking charge of 20%. Special order product(s) are not returnable. Outdated or discontinued product(s) are also not returnable.

NON-RETURNABLE MERCHANDISE - All non-stocking, special, customer made and modified products are not returnable.

SERVICE AREA LIMITATION - The Company reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the distributor or manufacturer's representative.

LIMITED LIABILITY - HOMEnhancements warrants all products sold hereunder to be free from defect in manufacturing, under normal and proper storage, installation, and use, for a period of one (1) year from the date of shipment. Damage to product related to moisture, humidity, or prolonged exposure to extreme temperatures, improper handling or misuse, are not warranted unless otherwise noted in product description. Our guarantee or warranty liability extends only to the repair or replacement of the defective part, and no labor charges for correction of the defect by repair or replacement will be paid by HOMEnhancements unless prior written authorization has been granted by HOMEnhancements. THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. HOMENHANCEMENTS/HOME ENHANCEMENTS MAKES NO REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES. EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISTRIBUTOR OR SUPPLIER OF HOMENHANCEMENTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY - The forgoing limited warranty provides the purchaser's sole and exclusive remedy relating to HOMEnhancements products. The total liability of HOMEnhancements on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from HOMEnhancements' performance or breach of the foregoing limited warranty or from HOMEnhancements' sale, delivery, repair, or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty set forth above. IN NO EVENT SHALL HOMENHANCEMENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY).

CANCELLATION CHARGE - Orders for stocking items may be canceled prior to shipping without charge. All other orders may not be canceled unless we are reimbursed for work already performed and for special material purchased by our company. If an order is canceled after shipment (whether it be land, ocean or air), or if delivery is refused at destination, all warehousing, delivery, disposition and return costs will be charged to the customer.

ORDERING - All orders for Products should be submitted by facsimile or email to the address or fax number available

from the applicable product department. Telephone orders may be placed but must be confirmed in writing within 24 hours. All orders are subject to acceptance in writing at HOMEnhancements's principal place of business by faxes or other order acknowledgement; provided that, accepted orders will be subject to change, suspension and/or cancellation as provided by these Terms.

HOMEnhancements reserves the right to accept or reject orders in whole or part in its sole, absolute discretion.

PAYMENT AND COLLECTION - Unless otherwise stated by HOMEnhancements in writing, terms of payment will be net 30 days from date of invoice. PURCHASER will pay HOMEnhancements the full amount of the purchase price of products upon the due date set forth on HOMEnhancements' invoice. If invoice is paid within terms, and invoice amount meets prepaid freight allowances, freight allowance charges may be deducted from total invoice. Open accounts unpaid beyond their due date will accrue interest at the rate of 1 1/2% per month from the date the payment is due. If HOMEnhancements retains an agency and/or attorneys to collect amounts overdue, all collection costs and costs to repossess assets, including reasonable attorney's fees, shall be payable by PURCHASER. If PURCHASER becomes delinquent in its payment obligations to HOMEnhancements, or if, in HOMEnhancements' sole, absolute business judgement, PURCHASER'S credit is impaired or PURCHASER is unable to pay its bills when due, HOMEnhancements may, immediately upon notice to PURCHASER, take one or more of the following actions as it may deem appropriate in its sole, absolute discretion to protect its financial position. 1) Refuse to accept any new orders 2) Cancel open purchase orders 3) Suspend shipments on released product 4) Declare all sums owed to be payable immediately 5) Cancel or modify any lines of credit.

GENERAL - HOMEnhancements price sheets are not offers to sell, and possession of a price sheet or catalog does not entitle one to purchase. Specifications are subject to change without notice. Consult HOMEnhancements for verification. The compliance of our product to individual project specifications and the approval for their use is not warranted by our company.

ACCEPTANCE - Acceptance of orders can be made only at our warehouse facility or authorized dealers on the basis of these terms and conditions of sale. HOMEnhancements will not accept orders that require customer-furnished components.

ENTIRE AGREEMENT - Except as expressly agreed in writing signed by HOMEnhancements, the terms and conditions stated above shall constitute the entire sales agreement between HOMEnhancements and purchaser. Any contrary or additional terms or conditions submitted by the purchaser (other than the description of the products being ordered and the requested quantities, shipping date, and shipping location contained in purchaser's purchase order) shall be deemed to be of no force or effect and are hereby rejected. Purchaser's submission of a purchase order shall indicate purchaser's acknowledgement of an agreement with these terms and conditions.

HOMEnhancements reserves the right to change these Terms and Conditions.



HOMEnhancements.com