

Please fax completed form with supporting documents to 678.551.6678 Attn: Credit Department or newaccounts@jaipurliving.com
 Account will not be opened/order will not be processed without this application completed in its entirety and all applicable documents attached such as resale certificate.

GENERAL INFORMATION:

New order included: Yes No Payment Method : Terms Credit Card

Business Name: _____ Tax ID: _____ Duns#: _____

Bill to Address: _____ City: _____ State: _____

Zip: _____ Country: _____ Phone: _____ Fax: _____

Primary Contact/Title: _____ Email: _____

Date Business commenced: _____ How long at address? _____

Ship to Address(if different): _____ City: _____ State: _____

Zip: _____ Country: _____ Phone(if different): _____

Number of Locations: _____ Business Type (check one): Sole Proprietor Partnership LLC Corporation Other

CONTACT INFORMATION

Buyer/Main Contact*: _____ Buyer/Main Contact Email: _____

Asst. Buyer/Designer: _____ Asst. Buyer/Designer Email: _____

Shipping Contact*: _____ Shipping Notifications Email: _____

Accounts Payable Contact*: _____ Accounts Payable Contact Email: _____

Accounts Payable Phone: _____ Accounts Payable Fax: _____

Communication Preference: US Mail Email Both Email for Wesite Login*: _____
(If different than primary email address in the General Information Section)

WHAT DESIGNATION BEST DESCRIBES YOUR COMPANY? THIS MUST BE COMPLETED

Please check one only:

Furniture Store Home Decor/Lifestyle Store Gift Store Kitchen/Bath Showroom Flooring/Rug Store

Designer (Office/Firm) Designer (Home-Based) Hospitality Ecommerce Catalog Architect/Builder

HOW DID YOU HEAR ABOUT US

Please check all that apply:

Representative Tradeshow/ATL Showroom Website Online/Social Channel Magazine Ad News Coverage

Referral _____

BUSINESS & TRADE REFERENCES

1. Company Name: _____ Contact Name/Title: _____
 Account Number: _____ Phone: _____ Fax: _____

2. Company Name: _____ Contact Name/Title: _____
 Account Number: _____ Phone: _____ Fax: _____

3. Company Name: _____ Contact Name/Title: _____
 Account Number: _____ Phone: _____ Fax: _____

AGREEMENT

- All Invoices are to be paid 30 days from the invoice date.
- For this applicaton to be processed you must attach a copy of your Resale Certificate/Sales Tax Exemption Form.**
- By submitting this application, you give authorization to make inquiries into your Credit and Business/Trade References.
- By Signing this agreement you agree to the Terms and Conditions contained herein.

Financial Agreement

Applicant agrees to pay any collection cost incurred to collect the account balance, including court costs, collection fees and attorney's fees of not less than 30% of the unpaid principal, plus interest. As an inducement to grant credit, the undersigned agrees to the need for verification of all information on this application authorizes, and releases all banks, businesses and persons identified on this application to furnish any and all information requested by Jaipur Living, Inc.. The undersigned Warrants that the information is true and correct.

Signature: _____ Date: ____ / ____ / ____

Title: _____ Date Opened/Credit Limit Approved (office use only) _____

Personal Guarantee - Private Held Company Must Be Signed

The undersigned in consideration for the extension of credit to said applicant, hereby agrees to the above terms and conditions and to personally guarantee all liabilities and responsibilities for payment of the corporation's account and further guarantees payment of any monies that become due in accordance with the above terms and conditions. I also understand that credit would not be extended to the named corporation without this personal guarantee by the signature.

Signature: _____ Printed Name of Guarantor: _____ Date: ____ / ____ / ____

Current Home Phone: _____

Current Address: _____

TERMS AND CONDITIONS

1. ACCEPTANCE

Jaipur Living, Inc. is hereinafter referred to as Jaipur or "Seller" and the purchaser is hereinafter referred to as "Buyer." Any order that contains terms and conditions in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance of each non-conforming term or condition is clearly and expressly made in writing by Seller, and failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor as acceptance of any such provisions. Acknowledgements of Buyer's order forms, facsimile orders or "releases" shall not be construed to be a waiver, amendment, or modification of these terms and conditions. Seller is not responsible for typographical or written errors made in any quotations, orders or publications and all such errors are subject to correction.

2. SHIPMENTS

All shipments will be FOB shipping point unless otherwise specified or requested. Jaipur shops for the best possible shipping rates and methods for shipping to ensure the lowest possible freight rate. If you have a preferred carrier or special requirements please notify us to ensure all such procedures are followed. We also accommodate 3rd party shipping requests. Jaipur will not be responsible for any additional freight charges incurred due to residential delivery, lift gates, etc.

3. DELIVERY

The promised delivery date is the best estimate of the time when the products will be shipped by Seller. Seller assumes no liability for loss of profits, special, incidental or consequential damages due to delays. Jaipur Living, Inc. assumes no responsibility for collection of loss or damage claims. Evident loss or damage to a shipment must be indicated by a notation made by the carrier's agent on the delivery receipt before the receipt is signed. The notation must clearly specify the extent of loss, shortage or damage.

4. RETURN POLICY

With a Jaipur authorization, Buyer is permitted to return products in accordance with Jaipur Living, Inc. published Return Policy. Jaipur stands behind every product we sell with a goal of 100% satisfaction. An approved RMA must accompany every return. Items in original condition may be returned within 14 days of receipt without penalty with freight prepaid by customer. Returns outside the 14 day window are subject to a 20% restocking charge with return freight charges to be prepaid by the customer. Jaipur does not accept returns after 60 days from receipt. Any item returned without an RMA may be refused at the customer's expense. In order for a product to be eligible for return it must be, unused, salable, and in original or equivalent packaging. Any cost incurred by Jaipur Living, Inc. to put product in condition for resale will be charged to the customer. This is in addition to the restocking fee. If returned in accordance with our return policies, customer will receive credit for the original billed amount for the item less applicable fees (3% credit card fee and/or restocking fee) and not including the original cost of freight.

CUSTOM ORDERS MAY NOT BE RETURNED: Please visit www.jaipurliving.com for our complete Return Policy

5. PRICE

Quotation prices are firm for thirty (30) days from the date of the quotation, unless specifically stated to the contrary as part of a particular price quote, and are subject to change without notice after the expiration of this thirty (30) day period. Any variations in quantity specified and/or rate of delivery may necessitate a revision in price. Unless otherwise stated as part of price quote, all prices are F.O.B. shipping point. All products will be billed at prices in effect at time of shipment.

6. MINIMUM ADVERTISED PRICE (MAP)

Jaipur has a Minimum Advertised Price (MAP) policy for all advertising of Goods, which holds that advertised prices not be below the MAP prices published by Jaipur for such products. Jaipur, in its sole discretion, will update such MAP price list periodically and provide this information to Dealer and Dealer must update its advertised prices accordingly. We reserve the right not to fulfill orders for any account found in violation of our MAP policy. Dealer agrees that it has read the MAP policy and understands all the ramifications of that policy on Dealer's relationship with Jaipur.

7. PAYMENT

The terms of payment will be based on the financial condition of Buyer. If at any time the financial condition does not justify continuation of terms set forth, Seller may require full or partial payment in advance. Customer agrees to pay in accordance with the payment terms appearing on the sales order and/or invoice. Jaipur Living, Inc. will accept Visa, MasterCard, Discover and American Express as payment. A Late payment service charge may, without prejudice to any other rights of Seller to demand immediate payment, be added to Buyer's account in the amount of 1.5% per month (or whatever is maximum allowable in the state in which the Buyer is located) on the unpaid past due balance. In the event it becomes necessary to place Buyer's account with a collection agency or attorney, Buyer agrees to pay all cost and reasonable attorney's fees. Buyer further agrees that this is a Georgia contract construed according to Georgia law and that any litigation between the parties to this agreement will be exclusively within Georgia jurisdiction unless otherwise chosen by Jaipur Living, Inc. All returned checks will be assessed a \$40.00 NSF fee.

8. TAXES

Seller's prices do not include any federal, state or local property, sales, use, excise or similar tax. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise, GST or similar tax imposed due to the sale or products or services shall be paid by Buyer unless Buyer furnished an acceptable tax exemption certificate in advance to Seller.

9. CATALOG ITEMS

Seller reserves the right to change the prices, discontinue, modify or alter any and all catalog items at any time without notice.

10. WARRANTY

Every Jaipur rug is warranted against manufacturing defects for one year from original purchase date. Jaipur may replace or repair at its discretion without charge. Wholesaler is expected to inspect all retail customer claims. Jaipur representatives will only perform in store inspections, if applicable. Claims for damage arising from negligence or improper cleaning will not be accepted. Customer's cost of product constitutes the maximum liability that Jaipur will consider on any claim. Please contact customer service at 888-676-7330 for further information.

11. CANCELLATIONS

Jaipur will allow cancellations on stock items prior to the order entering the "shipping stage" (usually within 24 hrs.) This shipping stage is when you order has stock allocated and is preparing to ship. Custom size orders can be cancelled within 5 business days of original order placement however your deposit will be forfeited.

12. LIMITED LIABILITY

Jaipur will never be liable for indirect damage or loss and /or consequential damage of loss and is not obliged to pay buyer any compensation, except in the case of an intentional act and/or gross negligence on the part of Jaipur Living, Inc. If Jaipur is obliged to pay any compensation, such compensation will be equivalent at most to the purchase price of the product in questions that caused the damage or loss.

13. FORCE MAJEURE

In the event either party is prevented from performing this contract by circumstances beyond its control, and without its fault, including without limitation, strikes, lockouts, fire, explosion, flood, disruption of supply, acts of God, war or other hostilities, acts of terrorism, banking or other systemic economic failure, riot or other civil commotion, embargoes or other governmental acts, orders or regulations, breakdown of machinery, and inability to obtain shipping facilities or supplies, the obligation of Seller to deliver and the obligation of Buyer to accept delivery of products or services hereunder during the period of such disability shall be suspended and the products or services so affected shall by mutual agreement either be eliminated from this contract without liability to either party or reasonable extensions of the time for performance will be granted.

14. FAIR LABOR STANDARDS ACT

Products to be furnished or services to be rendered hereunder will be produced or performed in compliance with all applicable requirements of the Fair Labor Standards Act of 1938, as amended on the date hereof, and in compliance with all applicable regulation orders of the Administrator of the Wage and Hour Division issued under this Act.