

Credit Card Authorization Form

Authorization to Charge Credit Card

I _____, owner of the below listed credit card, authorize St. Martin America Inc. or Tribeca Cabinetry Inc. to charge said credit card for the full amount due on this account, including all late charges. I hereby acknowledge and agree the purpose for providing the credit card is to secure business debt and unpaid charges that were business purpose charges. I promise not to cancel, reverse or revoke the credit card without supplying St. Martin America Inc. or Tribeca Cabinetry Inc. with new information if the credit card is lost, stolen, canceled or renewed.

Signature

Business Name

Card Holders Name

Credit Card Number

Expiration Date

CVV

Credit Card Billing Address

Credit Card Billing Zip Code

Dealer Agreement

Authorization to Charge Credit Card

THIS AGREEMENT, to become effective the _____ day of _____ 20 ____ (hereafter called " Agreement") between St. Martin America Inc, with its principal place of business at 87 Schuylkill Street, Cressona, Pennsylvania 17929, Tribeca Cabinetry Inc, with its principal place of business at 95 Mayhill St Suite B, Saddle Brook, NJ 07663(hereafter called " Company"), and _____ (Dealer Name) (Indicate if Individual, Partnership or Corporation) with its principal place of business for the sale of Company products covered by this Agreement located at: _____ (hereafter called "Dealer").

I. PURPOSE

This Agreement is to establish Dealer as a Dealer of Company with the non-exclusive right to sell the Company's Products, including parts and accessories (hereafter called "Products") in the trade area served by Dealer and to establish the responsibilities of the parties.

II. TERMS OF SALE

Prices and terms for Products shall be those in effect on the date the Company accepts the Dealer order. Company will have the right to change the product offering, terms and prices at any time.

III. CREDIT

The Company does not offer open account credit terms. Accepted payments methods for products and services are: credit card, wire transfer or cashier's check.

IV. WARRANTY

Company Products are sold subject only to the applicable Company standard printed warranty in effect at the time of sale and such warranty shall be in lieu of all other warranties express or implied. Dealer is not authorized to assume, on Company's behalf, any liabilities in connection with Dealer's sale of Product other than as set forth in such Company standard warranty. Dealer shall indemnify and hold Company harmless with respect to any Dealer representation beyond those in such Company warranty. COMPANY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

V. DELIVERY

Company shall not be responsible for failure to deliver products on time or to fill orders when such delay or failure results from causes beyond Company's control.

VI. RESPONSIBILITY OF DEALER Dealer shall:

- (A). Achieve a market share, satisfactory to Company for the products in the primary area of responsibility (hereafter called "PAR") served by Dealer.
- (B). Aggressively promote the sale of Products, through, but not limited to, advertising, open houses, shows, field demonstrations and other appropriate methods using Company approved advertising and/or sales promotion material and by participation in sales and marketing programs offered by the Company.
- (C). Extend to Dealer's customers Company's applicable standard printed Product warranty which is in effect at the time of sale. Dealer understands that no other warranty is expressed or implied.

- (D). Properly staff and train sales, service and design personnel with respect to Products and specifications and not disparage or encourage others to disparage the Company.
- (E). Obtain written consent of Company if Dealer intends to open any additional business location for the sale or service of Products or for the purpose of displaying Products at any location other than the business location described above.
- (F). Carefully store and care for all Products for which Dealer is indebted to Company under this Agreement and protect same from damage or loss from any cause. Dealer shall maintain appropriate insurance, in an adequate amount to cover potential damage or loss, that may not be canceled without 10 days prior written notification to Company by the insurer.
- (G). Cooperate with Company's Annual Performance Review, and other such programs or matters pertaining to the administration of this contract.

VII. TERM

The term of this Agreement shall be for a period of one year, commencing on the effective date herein. This Agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other notice of non-renewal not less than 60 days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

VIII. TERMINATION

Unless otherwise provided by applicable state law, either party may terminate this Agreement without cause and for any reason by giving 7 days written notice to the other party. Nothing contained herein shall prevent Company from immediately terminating this Agreement in the event of bankruptcy or insolvency of Dealer, or Dealer's failure to pay any amounts owed Company when due, or Dealer's failure to maintain satisfactory insurance with respect to Products. Upon termination for any reason, all amounts owed Company will become immediately due and payable.

IX. PERSONAL GUARANTY

The undersigned corporate officer, by affixing his signature below, hereby agrees to personally guarantee to the Company the unconditional and direct payment of any and all obligations of the Dealer to the Company and hereby agrees to bind himself to pay to the Company, upon demand, any sum which may become due as a result of nonpayment or default by the Dealer, whether or not the Company has exhausted its remedies against the Dealer. It is understood that this guarantee shall be an unconditional guaranty for such indebtedness of the Dealer and the undersigned waives notice of the acceptance of this Guaranty. In the event that legal action is commenced to enforce or recover the indebtedness under this Personal Guaranty, the undersigned agrees to pay all costs and expenses, including reasonable attorney's fees, with respect to such action.

X. TRADEMARKS/TRADE NAMES

Dealer is hereby licensed to use Company's name and trademarks in the normal course of distributing Company's Products and performing related services under this Agreement. Dealer agrees not to use Company's name as part of Dealer's name or in any manner which would misrepresent the relationship between Dealer and Company. Dealer may represent itself as an "authorized dealer" of Company, and, with prior approval of Company, may use Company's name and Product related trademarks on signs or other advertising or promotional material. Dealer's license to use Company's name and trademarks is limited and Dealer shall abide by restrictions and limitations imposed by Company from time to time. Upon termination of this Agreement, Dealer shall immediately cease representing itself as a dealer of Company and shall cease use of all Company names and trademarks and any signs or other material, of whatever nature, identifying Dealer as a dealer of Company shall be removed or obliterated.

XI. GENERAL

- (A). Dealer is not an agent of Company nor is Dealer authorized to incur any obligations or make any representations on behalf of Company.
- (B). This Agreement is binding on the parties, their heirs, executors, administrators, and successors.
- (C). Dealer may not assign this Agreement or any provisions thereof to another dealer or party without the written approval of Company.
- (D). If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.
- (E). No waiver by Company of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder.
- (F). All understandings and agreements between the parties are contained in this Agreement which supersedes and terminates all other agreements between the parties. The rights of either party pertaining to Products sold by Company to Dealer under previous arrangements will be governed by this Agreement, provided, however, that nothing contained in this Agreement will, in any way, alter or change the rights and obligations of the parties pursuant to any security agreements or other agreements presently in existence.
- (G). Company reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all agreements Company has with other similar dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of his Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer.
- (H). Dealer agrees that application of any provision of this Agreement or related documents, or any other change implemented by Company, if equally applied to all other similar Company dealers, shall not constitute a change in the competitive circumstances of Dealer.
- (I). The Company reserves the right to deal directly with National accounts.
- (J). This Agreement will be governed by the laws of the State of Pennsylvania.

(Dealer Name) _____

Company Address _____

Telephone _____ Email Address _____

By _____ Signature _____ (print name)

Title _____ Date _____

St. Martin America Inc. and Tribeca Cabinetry Inc.

By _____ Signature _____ (print name)

Title _____ Date _____

Application must be accompanied by a signed Resale Certificate

Dealer Product & Warranty Awareness Form

I have carefully read and understand the entire warranty as provided by St. Martin America Inc. and have been provided the opportunity to ask questions of, and receive answers from St. Martin America Inc. concerning the terms and conditions set forth in the warranty, including, but not limited to the extent of the coverage therein.

I hereby accept full responsibility to (a) to truthfully and accurately represent St. Martin America Inc. and (b) to make sure that anyone selling St. Martin cabinets under my dealership will properly explain the terms and conditions to the consumer.

I understand that St. Martin America Inc. is not liable for any claims made by any consumer that are not covered under the warranty and that I will be solely responsible for any and all losses and expenses arising from such claims. I agree to indemnify, defend and hold St. Martin America Inc. harmless from and against such losses and expenses, including, but not limited to, reasonable attorney's fees and expenses.

Printed Name

Signature

Company Name

Company Address

Witness Printed Name

Witness Signature

Date