

Thank you for your interest in opening a Poundex dealer account.

Please see below the documents required to process the application:

- |  |   |                         |
|--|---|-------------------------|
| 1. ___ Application Form (2 Pages)                      | <b>TYPE OF BUSINESS</b>                         | <b>Business Details</b> |
| 2. ___ Terms & Policies                                | ___ Furniture Store                             | # Locations _____       |
| 3. ___ Warranty Information                            | ___ Other Retail Store (Mattress)               | Retail Type _____       |
| 4. ___ Credit Card Authorization                       | ___ Interior Designer                           | _____                   |
| 5. ___ State Picture Identification                    | ___ Swap Meet                                   | _____                   |
| 6. ___ State Resale Permit (or State Business License) | (Rq. 3 Rent Receipts, 1ST Purchase \$800 Limit) | _____                   |
| 6.1 ___ DCA or Home Furnishings License (CA only)      | ___ Online Store / Social Media                 |                         |
| 7. ___ Dropship Agreement (Optional)                   | (Rq. Active Portal + Shopping Cart)             |                         |
| 8. ___ Text Agreement (Optional)                       | ___ In House Drop                               |                         |

Notes:

\*Business License must be under a Furniture business name and address.

\*Furniture Business using personal names or residential address will not be accepted.

\*Once the required documents have been received and verified, we will forward the complete new account package.

The account will be fully setup when the first order is submitted. If we don't receive any orders within 30 days we will dispose of all documents.

Please provide the following information.

Account# \_\_\_\_\_

New Account

Account Update

### COMPANY INFORMATION

Business Name:		
Business Address:	Suite:	
City:	State:	Zip Code:
Telephone:	Fax:	No. of Locations:
Website:	Years on Business:	

### OWNER CONTACT INFORMATION

### OPTIONAL CONTACT INFORMATION

Business Name:			Name:		
Business Address:			Title:		
City:	State:	Zip Code:	Email:		
Email:	Telephone:		Telephone:		

Int. \_\_\_\_\_

## California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: \_\_\_\_\_

2. I am engaged in the business of selling the following type of tangible personal property:

**FURNITURE AND HOME FURNISHING ITEM(S)**

3. This certificate is for the purchase from                     **POUNDEX ASSOCIATES CORP.**                     of the item(s) I have listed in paragraph 5 below.  
(VENDOR'S NAME)

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

**FURNITURE AND HOME FURNISHING ITEM(S)**

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE

PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

DATE

(       )

## DROPSHIP PROGRAM AGREEMENT

1. For companies located outside California, drop shipments will NOT be allowed to ship to any location within California due to Sales Tax. Poundex isn't responsible for any California Sales Tax for buyer's sales.
2. For companies located within California, if a shipment is shipped to any location within California, as a reminder, the buyer is responsible for any California Sales Tax.
3. The buyer has to arrange a common carrier and prepare freight bills for pick up on the shipment(s). The buyer is responsible for all freight charges.
4. **All LTL orders** must ship palletized; NO loose orders will be processed. **LTL orders** will include a **\$25.00 handling fee**; an **additional fee of \$15.00** will be added to shipments that require more than one pallet.
5. Small parcel orders ship via UPS or FedEx ONLY; No USPS shipments are available. Small parcel orders will include a **\$25 handling fee per order**.
6. The buyer will handle any return on its own and at its own expense. The buyer will not have any returns sent to Poundex unless related to the incidences covered below. (Mis-shipped order, misinformation related to the product. Return upon approval only)

## STORAGE AGREEMENT

This Agreement, made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between Poundex Associates Corporation Inc. and \_\_\_\_\_ ("CompanyName/Buyer/Storer"), for the storage of furniture products (the "Goods") in a warehouse operated by Poundex located at 21490 Baker Pkwy, City of Industry, CA 91789. It is mutually agreed by the parties that such storage shall be subject to the terms and conditions set forth herein.

1. This Agreement shall be effective from its acceptance by Storer and thereafter until cancelled by one party giving the other party thirty (30) days written notice.
2. The Goods of Poundex are sold to Storer and stored at Poundex' s warehouse until it is picked up by Storer or any transportation service instructed by Storer to pick up at the location at 21490 Baker Pkwy, City of Industry, CA 91789. Storer shall not name Poundex as shipper on any transportation documents. If, in violation of this agreement, Poundex is named as shipper on any transportation documents, Storer agrees to notify carrier in writing, by certified mail, return receipt requested, with copy of such notice to Poundex, that Poundex was improperly named as the shipper. Storer agrees to indemnify, defend and hold harmless Poundex from and against any and all liability, damages, cost, expenses, actions, legal suits, proceedings and claims for unpaid transportation charges, including, without limitation, undercharge of every type and nature in connection with the transportation of the goods.

**THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATED AND YEARS FIRST HERE AND BEFORE WRITTEN.**

Company Name/Buyer/ Storer	Poundex Associates Corp.
Authorized Contact Name:	Name:
Signature:	Signature:
Address:	Address: 21490 Baker Pkwy, City of Industry, CA 91789

## TERMS AND POLICIES

### NEW ACCOUNT:

Proof of resale status is required to be verified prior to opening an account at Poundex. In the case of multiple store locations, each location will be assigned to an individual account. Please refer to Poundex's Account Activation Requirement for more details.

### INACTIVE ACCOUNTS:

For any customer whose account has been inactive for more than 6 months, re-submission of account activation materials will be required.

### PRICING:

All prices exclude freight/shipping/handling charges. West Price: Southern California Warehouse: East Price: Texas Warehouse. We will advise you which pricing applies to you. Prices are subject to change at any time.

### PAYMENT:

Poundex accepts cash, cashier's check, wire transfer and credit card (Visa / Mastercard; no Discovery card) as valid payment methods. All transactions are cash and carry or pre-paid based. Any non-self-pickup order needs to be pre-paid, C.O.D with bonded freight carrier. Company checks will be accepted after the first 4 orders after an account is opened; each company check must have a valid company name and address info matching with the resale certificate. No temporary or personal check will be accepted. A \$20 fee will be applied for each NSF check. Paying with NSF check will put the customer account responsible on "cash account" status for the next 6 months. Poundex reserves the right to employ a collection agency to retrieve balances on its past due accounts. It is the debtor's sole responsibility to handle all fees incurred by the collection process.

### SELF PICKUP CUSTOMERS:

No minimum order amount is required for self-pickup customers. Warehouse pickups and dock loadings are reserved for current Poundex customers only. Visiting guests (Non-Poundex customers) are strictly forbidden to enter the warehouse area or pick up any part or product. At the time of order pickup, customers need to sign the 'warehouse copy' of all invoices. It is the customer's responsibility to load all merchandise onto outbound transportation in secured positions. Poundex is not liable for any freight damage once the merchandise leaves its warehouse. Any merchandise left behind is not eligible for invoice adjustment or credit request.

### SHIPPING CUSTOMERS:

Poundex collects a \$25 fee for each drop ship order. Shipping customers are responsible for all freight charges. Poundex will not assume any responsibility if merchandise is damaged in transit. Any merchandise left behind is not eligible for invoice adjustment or credit request.

### RESTOCKING FEE:

There will be a 20% restocking fee for each invoice on all returned merchandise. Merchandise returned due to an error in ordering incurred, not on the part of Poundex, will be subject to charge 20% restocking fee.

### RETURNS / EXCHANGES:

All item returns or exchanges must be made within 30 days from the original invoice date. Claims for defects or missing parts must be made within 60 days. Any returned merchandise will be examined before a credit or replacement can be issued. Poundex reserves the right to issue a part replacement for minor defects. All returns are reimbursed via store credit only. Please examine each piece before assembly. No returns will be accepted for mattresses and items that are sold 'AS IS', including showroom models, discontinued sets, product damage by power tool and special pallet items. Due to state laws and regulations (Civil code section 1723) citing health concerns, no return, exchange, or refunds are offer for mattresses, unless proven to have manufacturer's defects.

### SHOWROOM RULES:

Poundex showroom is intended to display merchandise for show case purpose only and is not open to the public. Due to liability concerns, all children under the age of 12 must not enter the showroom and remain in the lobby area with adult supervision. Food and drinks are also not allowed in the showroom. Poundex reserves the right to refuse showroom entrance to any customer due to non-compliance with its rules. Any pet brought on onsite must always be on a leash or held by the owner in the lobby area.

**I certify that I have read, understood, and agree to the terms and policies listed above.**

Int. \_\_\_\_\_

## WARRANTY INFORMATION COVERAGE

### STANDARD WARRANTY:

All item returns or exchanges must be made within **30** days from the original invoice date. Claims for defects or missing parts must be made within **60** days. Any returns and exchanges will be examined before the RMA is given. No cash or credit card refunds. The original box and packing material must be remained with the returns at the time of return or exchange. All products should be inspected for missing parts or damage before assembly.

### LIMITED WARRANTY COVERAGE:

Poundex Associates Corp. is proudly providing you, the retailer, with the limited warranties on your Poundex product described herein. These warranties apply to products purchased from Poundex or Poundex authorized Distributors and apply only under conditions of normal, indoor, and residential use and are subject to certain limitations and exclusions. Our residential products are not designed for commercial settings. This limited warranty does not and will not extend to the retailer's customer. It will be the retailer's sole responsibility to examine the problem and contact Poundex for any concerns regarding warranty coverage.

### WARRANTY LIMITATIONS AND EXCLUSIONS:

Warranty is void for any of the following conditions, due of the workmanship and/or the use of natural materials in Poundex's products:

- These Warranties do not cover such minor variations or differences between floor samples, swatches, or printed illustrations (Catalogues) and your item(s).
- Poundex Warranties do not cover products sold "as is," items such as purchased from Showroom / Special Pallets and Samples.
- Any product modification by the retailer or consumer, or the use of non-Poundex parts, avoids this warranty.
- Any damage by the power tool will not be covered by the warranty.
- All paid service and delivery fees that are related to returns will be responsible by the buyer (retailer).
- If an RMA decision has been agreed upon to replace the defective part or product, only the defective part or product will be replaced. If an RMA request decided to replace the product which it no longer sells, a comparable item will be offered as a replacement
- Under the warranty, Poundex will repair or replace the defective part, product or issue a credit base in that order.
- Mechanisms for the manual recliner warranted to be free of any defect in the functionality and workmanship. However, the warranty does not cover the smoothness' of the reclining mechanism. The foot and back rest folds down on closing and could result in injury. Always leave unoccupied recline feature chairs in the closed upright position to avoid any injury.
- It does not cover if the product has been substantially altered in physical or interior components.
- Warranty does not cover loss of resilience, pressed, sagged, or deformed for cushions, seat/back.
- This does not cover wrinkling, shrinkage, fading, pilling, or stains on the fabric.
- Structure damage due to bending the spring coil (seat cushions) or water damage/moisture also voids the warranty.
- Power motion mechanisms do not cover if found misuse of the electric motor or different type of power socket that was used or abuse of the product.
- Warranty is void if a defect on the product was found misused, abused, and damaged due to negligence.
- To claim under limited warranty, mattress or foundation must submit back to Poundex at retailer's expense upon inspection.
- Warranty does not cover natural markings or color changes caused by body oils or soil for leather
- Mistreated use of excess heat, cold exposure, and other damage due to chemicals will not be covered by the warranty.

Warranty begins its coverage base on the date of invoice that was issued by Poundex. If you have an issue with your Poundex product and believe you are covered by standard/limited Warranty, contact Poundex representative for an RMA request

*\* Poundex Associates Corp. reserves the right to modify these terms and conditions at its sole discretion without prior notice.*

## **PRODUCT COMPLIANCE AND CERTIFICATIONS:**

All POUNDEX products offered for sale comply with applicable state and federal regulations, including:

- \* California Technical Bulletin 117-2013 flammability standard (CA-TB117-2013) for upholstered furniture.
- \* California Proposition 65 requirements for products containing chemicals known to cause cancer or reproductive harm.
- \* TSCA Title VI and CARB ATCM Phase 2 standards regarding the emission limits from composite wood products.
- \* Lead and phthalates content limits for children's products under the Consumer Product Safety Improvement Act (CPSIA).
- \* ASTM F2057-23 regarding the safety standards for storage units.

We conduct rigorous third-party testing to ensure products meet flammability, emissions, and content safety standards.

Compliance is validated through certification labels on products and packaging. Please contact us if you have any questions regarding certifications.

Our priority is offering safe products that provide quality and protect families. We ensure compliance so customers can purchase furniture with confidence.

## **PRODUCT RECOMMENDATIONS:**

- Failure to follow all instructions may result in serious injury.
- Only use furniture for its intended purpose. Do not stand on furniture or let children climb on furniture.
- Do not exceed the weight limit.
- Do not place furniture near open flames, furnaces, radiators, or other hot surfaces that may create fire hazards.
- Periodically inspect your furniture to ensure that all screws, bolts, fasteners, wooden plugs, and other connectors are securely fastened or attached to ensure the structural integrity of the product. These small pieces may present a choking hazard to children if not securely fastened or attached.
- Wood, leather, and other natural materials may vary in shade or tone and may have natural scratches, cracks, or other markings. These are natural characteristics of the material and not product defects.

**Print Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**CREDIT CARD AUTHORIZATION FORM**  
**VISA, MASTER AND AMEX CARD****Customer Information****Company name:** \_\_\_\_\_  
(Must be same as our records)**Company Address:** \_\_\_\_\_  
(Must be same as our records) **Corporate Credit Card** \_\_\_\_\_  
(Company name On Corporate Credit Card) (Name of Card Holder) **Personal Credit Card** \_\_\_\_\_  
(Personal name On Credit Card)**Credit Card Number** \_\_\_\_\_ **Exp. Date** \_\_\_\_\_**Billing Address** \_\_\_\_\_  
(Credit Card statement address, City, State and Zip)**CVV #** \_\_\_\_\_ **(Last 3 Digits on back of card)**

I authorize Poundex Associates Corporation to charge this credit card for my Company's purchase

**Company's Purchase****Date:** \_\_\_\_\_**Card Holder Signature:** \_\_\_\_\_**Printed Name of Signature:** \_\_\_\_\_**Telephone Number:** \_\_\_\_\_

Please select the type payment for this credit card:

 **YES, KEEP this credit card on file.** **NO, ONLY one-time payment for the following order. (DO NOT KEEP THE CREDIT CARD ON FILE)**  
**Sales Order Number** \_\_\_\_\_ **Amount Authorized** \_\_\_\_\_**Poundex Use Only****Processor Initials** \_\_\_\_\_ **Manager Initials** \_\_\_\_\_ 

NOTE: ORDERS WILL NOT BE PROCESSED WITHOUT THIS SIGNED COPY ON FILE.

Revised on November, 2023