



# SAVOY HOUSE

## CREDIT APPLICATION | DEALER REGISTRATION

This completed form along with your **W-9, Resale Certificate, Opening Order**, and applicable **Multiple Address Form** and/or **Credit Reference Sheet** should kindly be submitted to [accounts@savoyhouse.com](mailto:accounts@savoyhouse.com) to initiate the onboarding process!

Sales Agency Contact Name \_\_\_\_\_ If Reactivation, Account # \_\_\_\_\_

### Dealer Information

Legal Business Name \_\_\_\_\_

DBA/Other Trade Names \_\_\_\_\_

Principal Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Legal Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Years in Business \_\_\_\_\_ # of Employees \_\_\_\_\_ Annual Sales Volume \_\_\_\_\_

Federal EIN (or Social Security Number) \_\_\_\_\_

State of Incorporation / Organization \_\_\_\_\_

Resale Exemption Reference \_\_\_\_\_

Company Website \_\_\_\_\_

My company is a....  Corporation  LLC  Sole Owner  Partnership

Type of Business is...  Showroom  E-Commerce  Non-Stocking Dealer Type: \_\_\_\_\_

I sell.....  Wholesale  Retail  Both

I am a Lighting One Member  Yes  No

### Contact Information

#### Accounts Payable

*[to send invoices, credit memos, and statements]*

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

#### Marketing Contact

*[Subscribe to our Savoy Monthly Newsletters and Product Intro Emails]*

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

#### Buyer Contact

*[to send order confirmations]*

Name \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

#### Dealer Portal Access

*[To be auto-enrolled for access to our [Dealer Portal](#) with product information, pricing, inventory and restock ETAs, order status with tracking, MDS, product assets & more]*

Name \_\_\_\_\_

Email \_\_\_\_\_

### Financial Information

Banking information serves as authorization to release information for the purpose of supporting this credit application and establishing an open credit line. All information received will be held in strict confidence.

Bank Name \_\_\_\_\_ Phone # \_\_\_\_\_ Account # \_\_\_\_\_ Type:  Checking  Savings

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ # Loans \_\_\_\_\_ Bank Officer \_\_\_\_\_

### Payment Method Request:

Pre-Pay via:  Credit Card  Check  Wire/ACH **-or-**  Net 30 Days. (Note: Trade Reference Form Required) Credit Line Requested: \_\_\_\_\_

### Authorization:

By signing below, you authorize Savoy House and all subsidiaries to assess and/or continue to conduct necessary credit checks and inquiries for the purpose of evaluating your creditworthiness and acknowledge you have received and agree to the Savoy House [Dealer Terms and Conditions](#), [Distributor Agreement](#), and [IMAP Policy](#). The applicant's signature below hereby represents and warrants the information contained herein, or submitted in connection herewith, is true and complete as of the date below. The applicant authorizes Savoy House and all subsidiaries to contact and investigate references, including banks, listed above and/or provided under separate copy and authorize the references to release the requested information.

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

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Documents List Needed:

- If your company has multiple address locations, please return the [Multiple Address Form](#) along with your credit application submission.
- Under "Payment Method Request" if "Net 30 Days" was requested, please be sure to include our [Credit References Form](#) with your submission.
- Please include your **Opening Order** with your submission.
- Thank you for providing your **W-9** to verify Federal Tax ID presented (US only)
- **Resale Certificate (US only)** *Note: For your account to be set up as tax exempt, Savoy House must be provided with a copy of your resale certificate at the time of your application. Failure to provide this document equates your acceptance to remit payment of taxes applied at the time of billing.*



## DEALER TERMS AND CONDITIONS

Savoy House Terms and Conditions will apply as shown herewith and supersede any differing terms and conditions as listed on an accepted Purchase Order. By accepting access to purchase Savoy House products, the customer agrees to abide by these terms and conditions. Terms and Conditions are subject to change without notice.

### **Credit Application:**

Customers must complete a credit application and provide all requested information to apply for credit with Savoy House. Savoy House reserves the right to request additional information or documentation as needed.

### **Credit Approval:**

All credit transactions with Savoy House are subject to credit approval. Savoy House reserves the right to deny or revoke credit at any time, without prior notice.

### **Credit Limits:**

Savoy House may establish credit limits for each customer account. Customers are responsible for monitoring their credit limits and adhering to them.

### **Payment Terms:**

Payment terms are net 30 days from the date of invoice, unless otherwise agreed upon in writing. Payments must be made in the currency specified on the invoice. Late payments are subject to interest charges at the rate of [11/2%] per month [18% per annum] on the outstanding balance.

### **Pricing:**

All prices are subject to change without notice. This price list supersedes all previous pricing.

### **Large Quantity Orders:**

Large quantity or project orders should be submitted to [adminorders@savoyhouse.com](mailto:adminorders@savoyhouse.com) for review and approval in which may require a 50% non-refundable deposit.

### **Billing Disputes:**

Any billing disputes, including but not limited to any claim, missing merchandise, and/or error, must be reported to Savoy House in writing within 15 days of the invoice date to [CMinquiry@savoyhouse.com](mailto:CMinquiry@savoyhouse.com). Failure to report discrepancies within this timeframe will be considered as acceptance of the invoice.

### **Security Interest:**

Savoy House retains a security interest in all goods sold until payment is received in full. Customers agree to allow Savoy House access to their premises to repossess goods in the event of non-payment.

### **Collections:**

Customers are responsible for all costs incurred by Savoy House in collecting overdue payments, including but not limited to, collection agency fees and legal fees.

### **Default:**

Customers will be considered in default if they fail to make payments in accordance with the agreed-upon terms. In the event of default, Savoy House reserves the right to suspend further shipments and pursue legal remedies.

### **Termination:**

Either party may terminate credit terms with written notice. Termination of credit terms does not relieve the customer of any outstanding payment obligations.

### **Governing Law:**

These terms and conditions shall be governed by and construed in accordance with the laws of any state of Georgia Federal Court serving Gwinnett County, Georgia. Any disputes arising out of or relating to these terms and conditions shall be resolved exclusively by the courts of Georgia.

### **Indemnification:**

Applicant shall indemnify and hold Savoy, its affiliates, their respective directors, officers, employees and agents, and their respective successors, heirs and assigns, harmless against any and all liability, loss, damages, costs or expenses that Savoy may hereafter incur, suffer or be required to pay by reason of (i) the grossly negligent or intentional act of Applicant; or (ii) Applicant's omission to perform any such act which, as between Savoy and Applicant, was Applicant's responsibility; or (iii) any inaccurate representation made by Applicant in or under this Application; or (iv) breach of any of the warranties obligations, or covenants made by Applicant in or under this Application.

### **Guaranty:**

As part of the credit application process, Savoy requires either a corporate or a personal guaranty. Unless otherwise agreed to in writing, Corporations are applied to the Corporate Guaranty while Proprietorship, Partnership, Limited Liability Company structures and individuals are applied to the Personal Guaranty.

### **Corporate Guaranty**

The Distributor entity, ("Company") represents and warrants that all information contained in the foregoing Business Credit Application is true. In consideration of Progressive Lighting, Inc. d/b/a Savoy House Lighting ("Savoy") extending credit to the Applicant, Company unconditionally guaranties to Savoy, its successors and assigns, the full and prompt payment and performance when due of all Applicant's monetary and non-monetary obligations arising from Applicant's purchase of goods or services from Savoy (the "Obligations"). Company waives (a) notice of non-payment or default by the Applicant, (b) presentment, demand, notice of dishonor, protest, and (c) any other notices whatever. Company further waives notice of and consents to any increase or modification of the Obligations, any waiver, extension, renewal or indulgence for any period, any settlement, compromise, surrender, substitution or release of Applicant from any Obligations or any collateral or security given for the Obligations, and agrees that no act, omission, or delay shall release Company from any of the indebtedness then or thereafter accrued. Time is of the essence hereof. Company waives the right to require Savoy to proceed against Applicant as provided for in O.C.G.A. § 10-7-24 or similar law. Company consents and agrees to the Terms and Conditions set forth in the aforesaid Business Credit Application. Company represents and warrants that through its relationship with Applicant, Company will derive substantial benefit from the credit terms Savoy is extending to Applicant, and that Savoy would not have made such extension of credit in the absence of the Company entering this Corporate Guaranty.

### **Personal Guaranty**

The Applicant signature represents and warrants that all information contained in the foregoing Business Credit Application is true. In consideration of Savoy extending credit to Applicant, the undersigned, jointly and severally, unconditionally guarantee to Savoy, its successors and assigns, the full and prompt payment and performance when due of all monetary and non-monetary Obligations of Applicant arising from Applicant's purchase of goods or services from Savoy. The undersigned waive notice of non-payment or default by the Applicant, presentment, demand, notice of dishonor, protest, and any other notices whatsoever. The undersigned further waive notice of and consent to any increase or modification of the Obligations, any waiver, extension, renewal or indulgence for any period, any settlement, compromise, surrender, substitution or release of Applicant from any Obligation or any collateral or security given for the Obligations, and agree that no act, omission or delay shall release the undersigned from any of the indebtedness then or thereafter accrued. Time is of the essence hereof. The undersigned waives the right to require Savoy to proceed against Applicant as provided for in O.C.G.A. § 10-7-24 or similar law. The Applicant consents and agrees to the Terms and Conditions set forth in the aforesaid Business Credit Application.