



Wyndham Collection
1175 Aviation Pl.
San Fernando, CA 91340
phone: 888-522-8476
fax: 818-392-3031

Please fill out completely.

1) Applicant's Company Data

LLC Corporation Partnership Sole Proprietorship

Business Name: _____

Street Address: _____ City: _____

State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Website: _____

Corporation, doing business under the laws of the state of: _____

Organization Type: _____ Federal ID or Social Security # _____

Length of time the firm has been in continuous operation: _____

Person Authorized to place orders _____

Order Confirmation Required? Yes No

Estimated Credit Requirement (US\$) _____

2) Applicant's Personal Data

Please list below the names of officers if a Corporation, names of Partners if Partnership

First Name _____ Middle _____ Last Name _____

Title _____ Direct Phone _____

First Name _____ Middle _____ Last Name _____

Title _____ Direct Phone _____



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3) Applicant Company's Sales Tax Status

Taxable Exempt Resale

Applicant's signature attests financial responsibility, ability, and willingness to pay Wyndham Collection, Inc. ("Wyndham" or "Wyndham Collection") invoices in accordance with Wyndham's sales practices, and Applicant and Applicant's company hereby agree to be bound by all of the terms herein and attached hereto, which are hereby incorporated as if fully set forth herein by this reference ("Agreement"):

1. The undersigned personally guarantees payment for all materials purchased by the Applicant and further represents that neither the Applicant nor the undersigned has ceased to pay his/her debts in the ordinary course of business or affairs, and that he/she is solvent within the meaning of the Federal Bankruptcy Act. The Applicant and the undersigned represent that the applicant will cease to order materials from Wyndham immediately if the above statements with respect to solvency become inaccurate.
2. If Wyndham deems collection measures necessary after 15 days of invoice date, applicant hereby agrees to pay any and all costs of collection incurred by Wyndham, including reasonable and customary attorneys' fees.
3. The applicant authorizes Wyndham or a credit bureau determined by Wyndham to investigate the above statements and references.
4. If Tax Exempt, a copy of the exemption certificate must be included with this application.
5. In the event of a conflict between the terms of this credit application, and the terms of the attached Terms and Conditions, the terms of this credit application shall prevail.

Must be signed by officer(s), majority stockholders or partners.

Authorized Signature: _____ Date: _____

Name (print): _____ Title: _____

Please attach Terms and Conditions, Bank and Trade Reference, and send this form to Wyndham Collection: email: credit@wyndhamcollection.com; fax: 818-392-3031; 1175 Aviation Pl., San Fernando, CA 91340.



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Terms and Conditions – Dealers

All purchasers of Wyndham products, including, but not limited to, users of the www.WyndhamCollection.com website and customers (“Dealer(s)”) of Wyndham Collection products (“Products”) are subject to the following terms and conditions (“Terms”):

1. **Shipping.** Wyndham will make good faith efforts to ship in-stock items within 3 to 5 business days, or as reasonably practicable, from the date of Dealer’s order. Items temporarily out of stock will be notified to the Dealer with an approximate delivery date. Wyndham’s Shipping Guidelines provides more terms and details regarding shipping, and is incorporated by this reference as if fully set forth herein. Wyndham shall not be liable or responsible to Dealer, nor be deemed to have defaulted or breached hereunder, for any failure or delay in fulfilling or performing any term hereof when and to the extent such failure or delay is caused by or results from any reasonably unforeseeable event, including, without limitation, acts of God, pandemic, government actions of any kind, war, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or any other acts or circumstance beyond the reasonable control of Wyndham (“Force Majeure Event”). Dealer expressly accepts shipment delays outside of the contracted period herein for any reason, including, but not limited to, events which are directly or indirectly the result of a lack of available equipment, chassis, trucking, bookings, vessels, or any other related logistical delays. Dealer hereby agrees that its performance is not excused or delayed and its obligations hereunder are maintained, despite the occurrence of any Force Majeure Event.
2. **Third Party Website Sales.** Dealers shall not be permitted to sell Products through third party websites or auction sites such as eBay, Houzz or Overstock.com without prior written approval by Wyndham, which Wyndham shall have the right to withhold in its sole and absolute discretion.
3. **Pricing.** Prices are subject to change by Wyndham in its sole and absolute discretion, and without notice. Prices are exclusive of all sales, use, or excise taxes, and any other similar taxes, duties and charges imposed by any federal, state or local governmental entity on any amounts payable by Dealer. Any such taxes, duties and charges that are applicable to such sales are for Dealer’s account, and Dealer hereby agrees to pay such taxes. Prices are also exclusive of transportation costs, carrier costs, insurance, custom duties, and other fees, which shall all be for Dealer’s account and the exclusive responsibility of Dealer, even if invoiced by Wyndham.
4. **Purchase Orders.** Dealers must send all purchase orders to: orders@wyndhamcollection.com or faxed to (818) 392-3031. It is of paramount importance that all delivery information is provided accurately. Wyndham is not responsible for additional shipping charges or returns caused by error on the part of the Dealer. Dealers must provide the following information with each purchase order in



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addition to Product specifications: name, complete address including zip code (no PO Boxes will be accepted), contact telephone number and preferably an alternative contact number in case the delivery company is unable to reach Dealer's customer with the first contact number.

5. Backorders. Unless instructed otherwise, out-of-stock items will be placed on backorder. Wyndham will ship backordered products to Dealers as soon as reasonably practicable once available to Wyndham.
6. Payment Terms. Sales of Products are FOB Wyndham's warehouse. All Wyndham Collection invoices are due and payable within 15 days of invoice date (Net 15), within 30 days of invoice date (Net 30), or by credit card prior to product shipment, determined by Wyndham in its sole and absolute discretion, unless different payment terms are provided by Wyndham in writing. Payment terms will be set at the time the Dealer's credit application is reviewed by Wyndham, and may only be modified by Wyndham in writing in its sole and absolute discretion. No C.O.D. shipments are permitted unless paid by Dealer in advance. Credit card funded accounts may be established if credit approval is not granted, determined on a case-by-case basis in Wyndham's sole and absolute discretion. Dealers' accounts are considered delinquent if not paid within 15 days of the invoice date. Wyndham shall have the right to not ship to Dealers, or to Dealers' customers, if such Dealer's account is delinquent more than 15 days until payment is made and satisfactory credit established. Dealer hereby agrees to pay interest at the rate of ten percent (10%) per annum on invoices that remain unpaid after 15 days of set payment terms.
7. Risk of Loss. Dealer agrees that risk of loss shall remain with Wyndham only until the Products are transferred to the shipping agent/carrier, as specified on the invoice, wherein the risk of loss shall pass to the Dealer. For the avoidance of doubt, if Dealer uses its own shipping carrier or shipping account, then Wyndham shall not be responsible for any damage to the Products after the Products have left Wyndham's warehouse.
8. Passage of Title. Title passes to Dealer at the time and place at which Wyndham completes its performance or upon the physical delivery of Products. If an invoice requires delivery at Dealer's destination, title passes on tender thereto.
9. Disputes Regarding Invoice. The quantity of any installment of Products shown on Wyndham's invoice is conclusive evidence of the quantity received by Dealer on delivery unless Dealer can provide conclusive evidence proving the contrary. Dealer shall notify Wyndham in writing of any dispute with an invoice or of any other shipping discrepancies within twenty-four (24) hours from the Dealer's receipt of such invoice. Invoices for which no such timely notification is received shall be deemed accepted by the Dealer as true and correct, and the Dealer shall pay all amounts due



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under such invoices within the period set forth hereinabove. The parties shall seek to resolve all disputes expeditiously and in good faith. Dealer shall not withhold payment of any amounts due and payable under this or any other agreement with Wyndham by reason of any setoff of any claim or dispute with Wyndham.

10. Inspection Period. Dealer has the right to inspect Products within seven (7) days after their receipt ("Inspection Period"), only if (i) Dealer fully complies with Wyndham's Shipping Guidelines, and (ii) the receiver of Products, whether it be Dealer or Dealer's end user, signs for Products upon delivery explicitly stating that delivery of the Products is "subject to inspection period" (the foregoing (i) and (ii) are referred to as the "Inspection Requirements"). Dealer will be deemed to have accepted the Products and waived all rights to reject the Products, unless it (i) fully complies with the Inspection Requirements, and (ii) notifies Wyndham in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence, including photographs and other documentation as required by Wyndham. Nonconforming Products shall only mean that: (i) the product shipped is a different type of product than identified on the invoice; or (ii) the product's label or packaging incorrectly identifies its contents. If Dealer timely notifies Wyndham of any Nonconforming Products within the Inspection Period and fully complies with the Inspection Requirements, Wyndham shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the price for such Nonconforming Products. Dealer shall ship, at its expense and risk of loss, the Nonconforming Products to a location which Wyndham shall specify to Dealer in Wyndham's sole and absolute discretion. Dealer acknowledges and agrees that the remedies set forth herein are Dealer's exclusive remedies for the delivery of Nonconforming Products. Except as provided herein, all sales of Products to Dealer are made on a one-way basis and Dealer has no right to return Products purchased hereunder to Wyndham.
11. Intellectual Property. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on Wyndham's website, are registered and unregistered Trademarks of Wyndham. All other images on Wyndham's website ("Non-Trademark IP") are the exclusive property of Wyndham. Nothing contained on the website, nor shall any sale or shipment of Products to a Dealer provide any Dealer or any other person or entity with any license or right to use any Trademarks or Non-Trademark IP, without Wyndham's written consent, which Wyndham shall have the absolute right to revoke at any time.
12. Indemnification. Dealer agrees to pay, defend, indemnify, and hold harmless Wyndham against and in respect of the following: from and against any and all claims, actions, liabilities, damages, costs, expenses, penalties, fines, and losses of any kind brought by a third party against Wyndham (and its officers, directors, shareholders, employees, agents, insurers, licensors, and suppliers) arising out of or related to (i) the sale of the Products by Dealer to any third party; (ii) the marketing, advertising,



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or resale of the Products by Dealer; (iii) the failure to perform any covenant or obligation on the part of Dealer under these terms and conditions; (iv) any negligence or willful misconduct by Dealer; (v) any violation of law by Dealer; or (vi) any breach of this Agreement or these Terms by Dealer.

13. Limitation of Liability. IN NO EVENT SHALL WYNDHAM BE LIABLE TO DEALER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO DEALER'S CUSTOMERS, FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL WYNDHAM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SALE OF ANY PRODUCTS BY WYNDHAM TO DEALER EXCEED THE TOTAL OF THE AMOUNTS PAID TO WYNDHAM FOR THE PRODUCTS SOLD OR DELIVERED HEREUNDER PURSUANT TO THE INVOICE FOR THE PRODUCTS WHICH ARE THE SUBJECT OF THE DISPUTE.
14. Warranties. WYNDHAM MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PRODUCTS WILL CONFORM TO ANY PARTICULAR SAMPLE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR OTHERWISE. WYNDHAM MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY OF ANY INFORMATION PROVIDED ON ITS WEBSITE.
15. Breach. Any breach by Dealer of any other contract between the parties shall be deemed a breach of this Agreement and Wyndham, without limiting any other rights or remedies, shall be entitled to consider such breach of another contract as an anticipatory breach of this Agreement and refuse to perform this Agreement, in which case, Wyndham shall be entitled to recover damages for the breach of this Agreement and shall not be responsible for any indemnification or liability of any kind whatsoever to Dealer. In the event of bankruptcy or insolvency of Dealer, Wyndham shall have the right to terminate this Agreement, in its sole and absolute discretion, without any liability or obligations of any kind. Dealer represents and warrants that its sale and disposition of the Products hereunder complies and shall comply with any and all laws and regulations relating to the sale of the Products.



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16. Cancellation Right. In addition to any cancellation rights of Wyndham specified herein, Wyndham shall have the right at any time, in its sole and absolute discretion, to terminate the relationship with Dealer, cancel any existing orders, and refuse any further orders from such Dealer.
17. Governing Law; Forum Selection. This Agreement and these Terms shall be construed in accordance with and shall be governed by the Uniform Commercial Code as enacted and enforced under California law, and all other laws of California, without giving any effect to any choice or conflict of law provision. Any controversy or claim related to this Agreement, or any sale of Products to Dealer, shall be resolved in Los Angeles County California, by binding arbitration to be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. The arbitrator's decision may be enforced as a judgment anywhere in the world such judgments are valid. Any and all disputes which are not arbitrated shall be determined by the Superior Courts of Los Angeles County, California, and each Party submits to the exclusive jurisdiction of such courts.
18. Attorneys' Fees and Costs. In the event that any claim, suit, or arbitration is brought relating to this Agreement, any sale of Products to Dealer, or these Terms, the prevailing party shall be entitled to reasonable attorney's fees and costs.
19. Waiver. No waiver by Wyndham of any of the provisions hereof is effective unless explicitly set forth in writing and signed by Wyndham. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising herefrom operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
20. Assignment. Dealer shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Wyndham. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Dealer of any of its obligations hereunder. Wyndham has the right to assign this Agreement in its sole and absolute discretion.
21. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. No Third-Party Beneficiaries. The provisions hereof are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.



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23. Severability. If any term or provision hereof is invalid, illegal or unenforceable in any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant terms shall be deemed deleted. Such modification, invalidity, illegality or unenforceability shall not affect any other term or provision hereof or invalidate or render unenforceable such term or provision in any other jurisdiction.
24. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.
25. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
26. Electronic Signature. Each party agrees that an electronic signature on any invoice of Wyndham or an electronic image of the signed invoice shall bind the parties to the invoice and these Terms and shall have the same force and effect as manual or original signatures.



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Please fill in all information to expedite your credit approval process.

Bank Reference

Name of Bank: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Account Number: _____

Phone: _____ Fax: _____

Trade References

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone: _____ Fax: _____

Please send this Bank and Trade Reference form to Wyndham Collection

Email: credit@wyndhamcollection.com

Fax: (818) 392-3031

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