



Dealer Application Form

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18343 Gale Ave. City of Industry, CA 91748
www.OnyxShutters.com*

ACCOUNT APPLICATION

Company Name							
Business Address							
City		State		Zip Code			
Telephone		Fax					
Email							
Principle Name							
Contact Person		Position		Cell Phone			
Ship To Address							
Ship To City		Ship To State		Ship To Zip			
Company Tax ID							
Delivery Service	<input type="checkbox"/> Commerical Address		<input type="checkbox"/> Residentail Address		Lift Gate Service	<input type="checkbox"/> Yes <input type="checkbox"/> No	

New Account Customers:

- a. A 50% deposit is required upon placing your order, and your order will not be submitted until this payment is received.
- b. The balance is due either before we ship your order out or before it is retrieved at will call.

NAME (PRINT)

SIGNATURE

DATE

RESALE CERTIFICATE

I hereby certify that I hold valid resale license, having permit number _____ issued pursuant to the California Sales and Use Tax Law, that I am engaged in the business of selling Window Coverings such as shutters, blinds, etc., that products described herein which I shall purchase from ONYX SHUTTERS, will be used for sales in the regular course of business, it is understood that I am required by the California Sales and Use Tax Law to report and pay for the tax, measured by purchase price of such property.

Please Note: A person may be guilty of a misdemeanor under California 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.

Company Name

Address

Authorized Representative (Print Name)

Title

Authorized Representative (Signature)

Date

ORDER POLICY

ORDER METHODS:

For the convenience of our customers, ONYX Shutters accepts orders via fax or through our Online System.

- **Orders by Fax:** Orders may be submitted to ONYX Shutters via fax. Upon receiving the order form, Onyx Shutters will input all data into our online ordering system. A confirmation form will be faxed back for customer approval to ensure accuracy of order. No order is complete until the confirmation form is received by ONYX Shutters.
- **Online Order System:** Log in to your ONYX Shutters account with the username and password provided. Once logged in, you will be able to place an order online. Please note that all orders submitted through the online ordering system are final and ONYX Shutters is not held responsible for any incorrect data entered.

CANCELLATIONS AND MODIFICATIONS TO ORDERS:

ONYX Shutters works to provide customers with prompt delivery of shutters. In order to maintain this level of quality service, customers are required to follow strict manufacturing schedules. Therefore, no cancellations will be accepted after the order has been submitted. Customers are responsible for fees incurred due to any modifications or cancellation of an order.

LEAD-TIME:

The estimated lead-time for ONYX Shutters (i.e. the time period from the date that ONYX Shutters confirms the order to the date ONYX Shutters' warehouse in California receives the products) is as follows:

- Standard shapes : 5 ~ 6 Weeks
- Specialty shapes, Stain color : 6 ~ 8 Weeks
- Custom paint match: Lead time may vary.

Initial: _____

PAYMENT POLICY

In order for us to continue providing the best service, it is important a customer keeps its account current. This payment policy is established to ensure that we continue to provide our services to its maximum efficiency.

Í New Account Customers:

- Ÿ A 50% deposit is required upon placing your order, and your order will not be submitted until this payment is received.
- Ÿ The balance is due either before we ship your order out or before you pick up the order at our will call warehouse.
- Ÿ If shipping out, cost of shipping must be paid off in full before the order leaves our warehouse.

Ï Existing Customers:

- Ÿ A 50% deposit is required upon placing your order.
- Ÿ If account maintains healthy payment history, the remaining balance of your order is due within 7 days after we ship your order out or after you pick up of your order at will call.
- Ÿ If shipping out, cost of shipping must be paid off in full before the order leaves our warehouse.

Ÿ Delayed Will Call and Delayed Shipment for ALL customers:

Our customers' orders can be stored at our warehouse for a maximum of 14 days, starting from the day it arrives at our warehouse. If the customer fails to pick up the order by the 14th day, a full payment for the order is required. An additional storage fee of 1% per day of the total order price will be charged for keeping it in ONYX's warehouse after the 14 day period.

Ÿ Last Order In The System Policy:

If customers have one final active order under their account (meaning no additional orders in manufacturing or on ocean), the full amount of the last order must be paid off in full before it can leave our warehouse. For ship-to orders, this includes the total shipping cost.

Ÿ Delinquent Accounts:

If a customer is consistently behind in payment term, such customer must provide a 50% deposit upon placing its orders and the remaining 50% is to be paid before such order is shipped or picked up at will call.

We are committed to providing our customers with the best service at all times. If you have any questions, please feel free to contact us in regards to the above information.

Customer Name (Print)

Signature

Date

SHIPMENT RECEIVING & DAMAGE CLAIM POLICY

ONYX uses various ground carriers for delivery within the continental United States. ONYX usually ships all merchandise within 3 business days from the date we receive the container from overseas. ONYX shall not be liable for any costs or losses due to carriers' delivery delays.

SHIPMENT RECEIVING PROCEDURE:

Customer is responsible for immediate inspection of the entire shipment, regardless of the final installation date. Upon receiving freight:

- 1.) DO NOT sign delivery receipt until customer has inspected the exterior package for obvious damage.
- 2.) Customer may sign the delivery and accept the freight if there is no damage to the exterior package.
- 3.) If exterior package damage is discovered, customer must inspect shutter(s) for further damage. The following procedures are for the shipping damage claim:
 - a. If shutter(s) is damaged, then damage MUST be noted on the delivery receipt. Failure to state that there is damage on your delivery receipt will result in ONYX NOT being responsible for any loss customer may incur. ONYX will NOT file a claim with the common ground carrier or process a remake because the claim will be denied under these circumstances.
 - b. Photos of damaged boxes and shutters are MANDATORY.
 - c. E-Mail Requirements : (Shipping damage will not be investigated without the following information)
 - Order #
 - Sidemark
 - Line Item # of damaged box/boxes
 - Description of damage
 - Receipts and/or invoices for time and parts used if self-repairs are done
 - Photo(s) of damaged boxes and shutter(s)
 - Send all necessary information to: cs01@onyxshutters.com
 - d. Information MUST be received by ONYX no later than 5 business days from receipt of shipment.

Initial: _____

REMAKE / REORDER POLICY

REQUIREMENTS FOR REMAKES:

Remakes are defined as errors made by the factory deviating from the placed order specifications or a defective/malfunctioning product. Please see Warranty page for further details. The sidemark will read “Cust ID-Original Sidemark RM ”

Requirements for Remakes (Remakes will not be investigated without the following information):

1. Order #
2. Sidemark
3. Line Item # that you are requesting be remade
4. For each line item provide a brief description of problem and explain what you need in order to solve the issue (i.e. new panel, new top frame piece etc.)
5. Photos are MANDATORY
6. Send all necessary information to: cs01@onyxshutters.com
7. Information must be received by Onyx no later than 10 business days from receipt of shipment.

REQUIREMENTS FOR REORDERS:

Reorders are defined as errors made by the entity purchasing the product. Customer will be charged for the cost of the reorder. A reorder is necessary to replace or repair any shutters for reasons including but not limited to: incorrect measurements, incorrect panel configuration, incorrect color or stain, incorrect louver size, incorrect frame type, incorrect quantity, improper handling, or improper installation. ONYX will not be liable for any consequential or incidental damage.

Requirements for Reorders:

1. Order #
2. Sidemark
3. Line Item # that you are requesting be reordered
4. For each line item please state exactly what you need reordered to solve the issue (i.e. frame pieces, panels etc.)
5. Send to cs01@onyxshutters.com

For all remakes that arrive with factory errors - please be advised that because of the customization of the product - ALL SPECS must match the original order the way that it was submitted. There can be no change to any of the specifications for remakes. If something is to be changed, it will have to come at the customer's cost.

Remake Production Cycle:

All remakes and reorders must go through another order cycle after they are placed. Per mutual agreement, our factory is granted one chance at a remake before the customer can ask for any sort of financial compensation / discount. The remake and reorder orders will have to go through another cycle of production but will be treated as a priority in the production line.

Initial: _____

REQUIREMENTS FOR LOUVER REPLACEMENTS:

Not all louver requests can be fulfilled at the ONYX Warehouse

Some requests may require factory assistance. For expedited louvers you have the option to pay the cost if air-shipping. Each replacement louver is \$10 ~ \$15 and if we are shipping to you, this does not include the cost of shipping.

1. Order #
2. Sidemark
3. Line Item #
4. Material (wood or vinyl)
5. Louver length (measure to the 1/32" if possible)
6. Louver size (i.e. 2 ½ , 3 ½ or 4 ½)
7. Color
8. Tilt Rod (Regular or Hidden)
9. Quantity
10. Send all necessary information to cs01@onyxshutters.com

Initial: _____

WARRANTY POLICY

ONYX Shutters warrants to the original purchaser that every shutter product that is installed and maintained properly will be covered by our warranty. This includes a limited lifetime warranty on all mechanisms, a 3-year warranty on color fastness of paints, a 3-year warranty on warping and cracking and a 2-year warranty on color fastness of stained wood shutters. Warranty is also inclusive of any warping and cracking. The warranty is effective from the date the order arrives to the ONYX warehouse.

This warranty does not apply to any damage to shutters or windows due to improper installation, operation, abuse, self-repairs, accidents, alterations, acts of God and general wear and tear.

CUSTOM COLOR:

If a customer orders a color that is outside of the color collection that Onyx offers, the order will be a custom color. In this case, the customer must send a color sample to Onyx so that a color match may be made and sent back for approval. Approval can be made either by photos or customer receipt of physical samples. Onyx does not recommend that customer attempt exact color matches from customer's color sample due to variations in different materials. While every attempt is made to minimize color variations, it is what should be expected when attempting to match a custom color. It is the customer's responsibility for possible color variation after customer has approved custom color. Onyx is not responsible once customer has approved the custom color sample.

COLOR MATCH BETWEEN ORDERS:

In an effort to eliminate possible variations due to different dye lots, it is recommended that shutters are ordered at the same time for the same house and not at a later date. An exact color match is not guaranteed between orders based on the fact that color changes are a reality from lot to lot. Onyx cannot guarantee an exact color match and will not cover this in the warranty.

Initial: _____

By signing below, you are acknowledging that you have read and understand the Onyx Shutters Order, Payment, Shipment Receiving & Damage Claim, Remake/Reorder, and Warranty Policies.

Date _____

Company Name _____

Signature _____

Print Name _____ Title _____