



6565 E. Washington Blvd., Commerce, CA 90040, U.S.A.

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A DIVISION OF DIAMOND BAR OUTDOORS, INC.

## SALES AGREEMENT

### 1. COMPANY INFORMATION

|  |            |  |                             |              |
|--|------------|--|-----------------------------|--------------|
| <b>Business Name</b>   |            | <b>DBA (if any)</b>                              |                             |              |
|  |            |  |                             |              |
| <b>Address</b>   |            | <b>City</b>                                      | <b>State</b>                | <b>Zip</b>   |
|  |            |  |                             |              |
| <b>Phone</b>   | <b>Fax</b> | <b>Email</b>                                     |                             |              |
|  |            |  |                             |              |
| <b>Owner's Name</b>  |            | <b>Date Established / # of Years in Business</b> | <b>Dun &amp; Bradstreet</b> | <b>DUNS#</b> |
|  |            |  |                             |              |
| <b>Type of Business</b>  |            |  |                             |              |
| <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> OTHER _____ Describe: _____ |            |  |                             |              |
| <b>Buyer Contact</b>   |            | <b>Phone</b>                                     | <b>Fax</b>                  | <b>Email</b> |
|  |            |  |                             |              |
| <b>Accounting Contact</b>  |            | <b>Phone</b>                                     | <b>Fax</b>                  | <b>Email</b> |
|  |            |  |                             |              |

### 2. PAYMENT TERMS- Please check one

|  |   |
|--|---|
| <input type="checkbox"/> <b>COD TERMS : Please be aware of Diamond Sofa's COD Conditions below.</b><br><ul style="list-style-type: none"> <li>COD Shipments are only authorized to be released to Diamond Sofa's "In House" Trucking.</li> <li>"In House" Trucking means trucking has signed the "COD Agreement" w/ Diamond Sofa.</li> <li>COD payment must be received by Diamond Sofa's "In House" Trucking at the time shipment is released.</li> </ul> | <input type="checkbox"/> <b>NET 30 Terms</b> <input type="checkbox"/> <b>NET 60 Terms</b><br><br>Credit terms are subject to credit approval by DBO's authorized Credit Insurance Co. |
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### 3. AGREEMENT OF DROP SHIP TO CA – if you hold a California Seller's Permit, skip Part 3 and sign Part 4 "California Resale Certificate"

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| <b>Drop Ship</b><br><br><input type="checkbox"/> Agree to pay California sales tax if drop shipment is to a consumer in California<br>Formula: The amount the California retailer (drop shipper) charged the out-of-state retailer plus a mark-up of 10 percent.<br><br><input type="checkbox"/> Disagree to pay California sales tax if drop shipment is to a consumer in California and understands drop ship to California order will be canceled automatically if this box is check-marked. |
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### 4. CA RESALE CERTIFICATE –customers doing business in CA and hold a Valid CA Seller's Permit to be exempt from CA sales tax

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|--|
| <b>California Resale Certificate</b><br><br>I hold valid California seller's permit number: _____<br><br>I will resell the item(s) listed below, which I am purchasing under this resale certificate in the form of tangible personal property in 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 will owe use tax based on each item's purchase price or as otherwise provided by law.<br>Description of property to be purchased for resale: Furniture<br>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. |
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### 5. TERMS & CONDITIONS

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| <b>Terms &amp; Conditions</b><br><br><i>By signing below, you acknowledge that you have read and understand Diamond Sofa's "Terms &amp; Conditions" that include: Ordering Procedures, Claims &amp; Returns, and Warranty. The PDF is available on our website at <a href="http://www.diamondsofa.com">www.diamondsofa.com</a> for download and review.</i> |
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### 6. SIGNED CONFIRMATION/ACKNOWLEDGEMENT OF SALES AGREEMENT

|  |                         |
|--|-------------------------|
| <b>Signature of Purchaser, purchaser's employee or authorized representative</b> |                         |
|  |                         |
| <b>Printed Name of Person Signing</b>  | <b>Title &amp; Date</b> |
|  |                         |

**Please indicate Diamond Sofa Sales Representative Contact:** \_\_\_\_\_