

Pro Account Application



Return via fax to 317-682-4720 or
Return via email to support@takethreeinc.com

Take Three Pro Accounts require a minimum initial order of \$1,000.00. Orders shall be submitted via purchase order or signed Take Three quotation emailed to orders@takethreeinc.com.

1. Company Information

Name of Business:		
Address:		
Federal Tax ID Number:	Dunn & Bradstreet Number:	
Nature of Business:	In Business Since:	State Registered In:
Legal Form Under Which Business Operates: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other <input type="checkbox"/> _____		
Name of Principal Officer:	Title:	

2. Contact Information

Contact Name:	Title:	
Address:		
Email*:	Phone:	Fax:

* Email address of primary contact will be used to establish Account ID.

3. Billing Information

Check if same as above

AP Contact Name:	Title:	
Address:		
Email:	Phone:	Fax:

4. Account Setup

Preferred Payment Method: <input type="checkbox"/> Credit Card <input type="checkbox"/> Credit Terms (Fill out sections 5 & 6)
How did you hear about us?:
What products are you interested in?:

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5. Bank References (Only if applying for Credit Terms)

Institution Name:	Institution Name:
Account #:	Account #:
Address:	Address:
Contact:	Contact:
Phone:	Phone:

6. Trade References (Only if applying for Credit Terms)

1.	Company:		Account #:
	Address:		
	Contact:	Phone:	Fax:
2.	Company:		Account #:
	Address:		
	Contact:	Phone:	Fax:
3.	Company:		Account #:
	Address:		
	Contact:	Phone:	Fax:

Authorization

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the references listed in this credit application to release necessary information to the Take Three, Inc. in order to verify the information contained herein and determine credit worthiness.

By signing this form, I also agree to the attached Terms & Conditions.

Signature

Date

Print Name

Title

Terms and Conditions



PREAMBLE: These Terms and Conditions for the purchase of goods from Take Three, Inc. (herein referred to as the Seller) shall exclusively apply. Acceptance of Purchaser's order is expressly conditioned upon Purchaser's agreement to the Terms and Conditions set forth herein. Seller reserves the right to modify these Terms and Conditions at any time without prior notice.

PRICES: Prices are subject to change without notice. Prices billed will be those in effect at time of order placement. Seller reserves the right to update prices due to errors, or increases in pricing. (i.e. typos). For the most current prices, please contact Seller.

PRODUCT INFORMATION: Product features, content, and specifications are subject to change at any time without notice. Product images and illustrations are provided for convenience purposes only. Seller makes all reasonable efforts to accurately represent product information. Seller makes no representation as to the completeness, currentness, or accuracy of any information on Seller's website(s). The inclusion of any products or services on Seller's website(s) at a particular time does not imply or warrant that these products or services will be available at any time.

PHONE ORDERS: Most telephone orders are accepted. Any order exceeding \$2,000 in merchandise value requires written confirmation from the Purchaser prior to the order being fulfilled and shipped.

INTERNATIONAL ORDERS: Freight and duty charges are calculated at time of shipment. Please refer to published online shipping & handling and international shipment policies for more information on freight charges. International orders may be subject to additional customs duties and taxes as assessed by the governing authorities. Purchaser is responsible for all taxes, duties, tariffs, and customs laws in destination country. When these fees are incurred by Seller, Purchaser agrees to an increase in shipping costs on their order to cover said fees.

CREDIT (OPEN ACCOUNT): To open an account, Purchaser shall complete and submit a Take Three Pro Account Application. Initial order must exceed \$1,000, not including freight or any applicable taxes. Purchaser, if a company, must be listed with Dun & Bradstreet (D&B). Companies and/or organizations shall submit at least three trade references with fax numbers for credit review. Approval of open account will be based on credit rating and/or trade reference evaluation. Credit review may take several days to process. Applicants wishing to reduce processing time may charge or send remittance with initial order.

OPEN ACCOUNT PAYMENT TERMS: Subject to credit approval, terms of payment will be Net Thirty (30) days, unless noted otherwise, from date of invoice. If payment is not received by due date, Purchaser acknowledges that all discounts (monetary/quantity discounts) are forfeited and full payment is due. Furthermore, Seller may charge the Purchaser interest at the rate of 1% per month (12% annual rate) on any sum due on the account that remains unpaid 30 days after the invoice date. Purchaser agrees to pay any fees, costs, and expenses of litigation should the services of an attorney and/or collection agency be required to collect any sums resulting from any credit extended.

SHIPPING CHARGES AND CLAIMS: Orders are shipped "freight prepaid" with shipping charges added to the invoice, unless noted otherwise. All orders ship via standard ground service unless requested otherwise. Shipments with a value greater than \$1,000 may require a signature upon delivery, unless

Initial

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Rev. Nov 2018

Take Three, Inc.
PO Box 56046
Indianapolis, IN 46256

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fax 317-682-4720

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otherwise noted by the Purchaser at the time of order. The Purchaser is responsible for all shipping charges associated with the order (prepay & add). For online orders, any undeliverable shipments due to a bad address are the responsibility of the Purchaser entering the web order. All applicable surcharges may apply based on original payment method at Seller's discretion. Cutoff time for all order requests is 12:00 PM, EST. Upon request, and when available, Seller may expedite shipments via a parcel carrier. Seller will make every effort to notify Purchaser of the expedited charges before shipment. If Purchaser is not available for response, Seller will still honor initial request for expedited delivery and Purchaser is responsible for the appropriate expedited charges. Seller makes no guarantee as to shipment processing time or parcel carrier transit and/or delivery time. It is the Purchaser's responsibility to examine goods upon receipt and to file any claims. Claims for lost items or items damaged in transit should be made immediately upon receipt to Seller. Delays in notification may lead to a longer timetable for resolution or denial of claim at the time of submittal. Claims for order fulfillment errors, invoice errors, and/or missing items must be made to Seller within 7 days of receipt. Failure by the Purchaser to make a written claim within 7 days constitutes acceptance of the goods and/or invoice.

RETURNS, WARRANTY AND PURCHASER'S REMEDIES: No item shall be returned to Seller without prior authorization. Please contact Seller for a Return Merchandise Authorization (RMA) number. This RMA number must be clearly visible on all packages being returned. Unauthorized returns and returns shipped freight collect or COD will be refused. All claims for returns must be made within 30 days of receipt and are subject to a 20% restocking fee. Credit cannot be issued for the original shipping cost of an order. Special orders, custom orders, custom made items, custom cut lights, decorated products and/or seasonal products are not eligible for return or refund. Special orders, custom orders, custom cut lights, and/or custom made items may require a non-refundable deposit prior to order fulfillment. In the event that an order requiring a non-refundable deposit is cancelled for any reason prior to commencement of shipping, deposit shall be forfeited. Orders may not be eligible for cancellation once they have begun processing. All products sold are warranted by the manufacturer against failure caused solely by defective workmanship or material. In the event of any claimed failure of a product caused solely by defective workmanship or material, Purchaser must give written notice to Seller. Seller shall then have a reasonable opportunity to investigate the claim. Should investigation disclose that the product has failed due to causes stated above, Seller will, upon return of such product, option to replace the product without charge or return to Purchaser the price paid for such product. The remedies described herein shall be the Purchaser's sole and exclusive remedies and no claims for consequential damages or for other damages will be allowed.

PURCHASER AGREEMENT: Purchaser agrees to be solely responsible for verifying all quantities and/or lengths and for determining the suitability of any products ordered including parts, components, and specifications of the products purchased from Seller and that it is not relying on Seller in making such determinations. Purchaser will not order or use any products unless it is satisfied that the products are suitable for Purchaser's use. Purchaser agrees to store and use all products in a safe manner. Purchaser

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agrees to be solely responsible for proper selection and installation of products in accordance with current, local, and/or national electric, building, and/or life safety codes. Seller is cautioning Purchaser that not all products are outdoor compatible and may cause injury to persons or property. Seller is not giving and specifically disclaims all warranties, express or implied, including without limitation all warranties of performance, merchantability, and fitness for a particular purpose. Seller's liability on any claim of any kind, including negligence, shall not exceed the price of the products purchased which gives rise to the claim. In no event shall Seller be liable for any special, incidental, or consequential damages or for damage in the nature of a penalty. Any dispute arising out of this agreement shall be governed by the laws of the State of Indiana. Purchaser agrees to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of Indiana, County of Marion.

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