

BUSINESS APPLICATION PACKET

To set up your account, please

1. Complete page 1
2. Provide a copy of your SIGNED TAX FORM
3. Email your salesperson/info@mcgs.com



Business Name		Contact or Principal	
Phone		Fax:	
E-Mail		Sales Tax # *tax form	
Address		City/State/Zip	

Print Name _____ Signature _____ Date _____

INFORMATION YOU NEED TO KNOW

McGannon Inc herein referred to as "Showroom or Seller" and customer referred to as "Buyer".

All sales are made *only on these terms and conditions*, including those on the face of quote, sales order or invoice. All sales are subject to review and approval of Sellers business office. Seller is not responsible for mathematical errors on the face of the agreement, the figures thus are subject to correction, all sales are subject to sellers' ability to obtain the goods to be sold, to sellers schedules, and to government regulations.

Deposits. All sales require a 50% deposit and shall be paid in full prior to shipment. Goods shall be the property of seller until paid in full. Seller has the right to cancel this contract if the buyer does not pay the balance within 30 days from the notification that the balance is due. Until purchase price is paid in full, seller has the right to take said property or repossess said property without being guilty of trespass and to further charge buyer with any costs therein, including reasonable fees.

Limited Warranties. Seller makes no warranties or representations and accepts no liability, not included herein, except those which are made to the seller by the manufacturer of the goods herein sold and seller hereby assigns said warranties and liabilities to purchaser. There are no implied warranties of merchantability of fitness for a particular purpose in connection with this sale.

Seller shall attempt to meet estimated delivery or installation dates, but in no event shall seller be liable for failure to do so.

Goods shall be delivered F.O.B. factory. Buyer agrees to pay all delivery and handling charges. Buyer agrees to inspect goods immediately upon receipt, to submit all claims to the delivery carrier with copies to showroom.

COM. Yardage quotes are estimates only. Customer will be responsible for supplying additional yardage if required by factory prior to shipping. Showroom shall not be responsible for the COM fabric suitability, wear, or any other fabric condition. Customer is responsible for supplying proper fabric, determining suitability and its verification.

Cancellation or Modification. This agreement may be cancelled by buyer only by furnishing seller written notice within 3 business days from date of the sales order. This agreement can not be modified without approval from the seller and is subject to factory surcharges. There will be a 50% cancellation charge on orders cancelled after production has begun.

All floor samples are sold "as is" and all sales are final.

Contract. This writing is a complete and exclusive statement of the terms of this agreement. No oral agreements, prior dealings, trade usage or acquiescence in a course of performance shall be relevant to any term in this agreement. This agreement shall be construed under the laws of the state of Texas and jurisdiction shall be in Dallas, Texas.

CUSTOMER RESPONSIBILITY

Make Ready. Because you are buying at the wholesale level, you have certain responsibilities, such as touchup and make ready which includes minor carton rubs, small scratches, dents, deluxing, leveling cabinets, etc.

Lost or Damaged Goods. You should thoroughly inspect the shipment immediately on arrival or assign that responsibility to your receiving and delivery company. If any concealed loss or damage is discovered, notify your truck or freight agent immediately and request him to make an inspection. This is mandatory. Unless you do this freight companies will not entertain any claim. If the agent will not make an inspection then you should make an affidavit that you notified him on a certain date and he failed to inspect. This, plus your other freight papers will properly support your claim.

For your Protection expert packers handle all shipments. However damage can occur from rough handling by carriers. The carrier who delivers to your door or your receiving agent's door is responsible and accountable for loss and damages. Acceptance of the shipment by the transportation company is acknowledgement that the shipment delivered to them was in perfect condition and properly packed.

How to Handle Damages and Shortages

Have delivery man note on freight bill the nature of the damages or shortage. If damage is discovered after delivery man leaves this is called concealed damage. All packing materials should be saved for inspection of concealed damage merchandise.

Notify the transportation company's office to inspect and request claim forms be provided.

File claim as soon as forms arrive, you may request: (a) cash adjustment for full value; (b) funds to repair damage; (c) replacement of merchandise.

Factory Defects – If you feel there is a true factory defect, please provide quality photographs of defect area and purchasing documents to our office for review. Consideration will be given and a resolve will be provided.



McGannon Showrooms
Design District
1617 Hi Line Drive #700
Dallas, TX 75207
214-748-1828 | mcgs.com

VISA/MC CREDIT CARD AUTHORIZATION

Design Firm: _____
Cardholder Name: _____
Cardholder Driver's License Number: _____ State: _____
Credit Card Number: _____
Security Code: _____ Exp Date: _____
Credit Card Billing Address: _____

By signing below, I, _____, authorize McGannon Showrooms to charge my credit card on a **one-time basis**.

Printed Cardholder Name Signature Date

By signing below, I, _____, authorize McGannon Showrooms to keep my credit card on file and bill all future orders to my credit card.

Printed Cardholder Name Signature Date



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ACH DRAFT AUTHORIZATION

ACH Draft Authorization eliminates the need for checks and is more secure than credit cards. When you make a purchase for inventory or place a 50% deposit on your order, your funds will be withdrawn within 24 hours. For final payments on a special order, you will be notified by email in advance when a debit will be completed by our bank. **For ACH Drafting, complete the form, attach a copy/picture of a voided check, and email to ap@mcgs.com.**

Questions:
Business Office
214-748-1828
ap@mcgs.com

Account Information

I hereby authorize McGannon Showrooms to initiate automatic deposits and withdrawals to my account at the financial institution named on the attached check. Further, I agree not to hold McGannon Showrooms responsible for any delay or loss of funds due to incorrect or incomplete information provided by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until McGannon Showrooms receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit/credit agreement to the Accounting Department at ap@mcgs.com.

Authorized Signature: _____

Printed Name, Title: _____

Email for Notification of Payments: _____

Date: _____