

Trade Application

Legal Name:			Phone No:	
Street Address:			Fax No:	
City:	State:	Zip Code:	Sellers Permit **	Fed Id No:
Please Circle One: Corporation LLC Partnership Proprietorship			Web Address:	E-Mail:
Parent Company Name:			Nature of Your Business:	
Year Business Established:	Number Of Employees:	Annual Sales:	Percentage of Business Conducted Online:	
Purchasing Contact:		Phone No:	Estimated Annual Purchases:	

The Noble House trade program is for interior designers, home interior decorator firms, and brick and mortar stores. Online retailers or ecommerce businesses are not eligible for this program. Noble House does not authorize reselling of our products online without prior consent. Noble House's furniture is tested and approved for residential use only. By submitting & signing (including an electronic signature) this application form, you acknowledge and agree to this paragraph. You further agree to waive and release any and all claims against Noble House, its officers, agents and employees with respect to any and all injury, disability, death, loss or damage to property resulting from possession, use or misuse of the goods, regardless of the cause and even if caused by negligence, whether passive or active. You agree to defend, indemnify and hold Noble House harmless from and against any and all liability, loss, damages and attorney's fees that may be suffered resulting from the possession, use, or misuse of the goods which are subject to this agreement.

* Credit lines are not available at this time.

** Please include a copy of your state-issued resale certificate (or Seller's Permit) with this application, if applicable.

We, the undersigned, certify that the information provided here is true and correct. We understand that this information will be held in strict confidence.

Company _____ Date _____

Authorized Signature _____ Name _____ Title _____

****We cannot process your application without an authorized signature and at least four quality trade references complete with phone and email addresses****

Email Completed Application to: trade@noblehousefurniture.com

Disclaimer of Warranty for Bulk or Commercial Orders

[_____] (“Customer”) is a _____ with its headquarters located at _____. Noble House Home Furnishings LLC (“Noble House”) is a Delaware Limited Liability Company with its headquarters located at 21325 Superior Street, Chatsworth California 91311. Noble House and Customer shall hereinafter be referred to as “Party” or “Parties”.

Customer wishes to purchase from Noble House a bulk order of furniture (“the Goods”) to be used for commercial purposes, notwithstanding that Noble House’s furniture is manufactured for residential purposes only. Customer has been offered the opportunity to first obtain a sample item of the goods for inspection and approval before continuing with the bulk purchase of the Goods.

By signing this document, Customer agrees as follows:

1. Condition “As Is”. Noble House is not making any representations, warranties, or guarantees about the Goods, including any implied warranties of merchantability and/or fitness for any purpose. Customer is accepting the Goods “as is” and that the sale is final. Customer acknowledges that Noble House will not provide any follow-up services, returns, replacement parts, or repairs. **UNLESS SPECIFIED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE INFRINGEMENT ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.**
2. Assumption of Risk. Customer understands that there are certain risks of injury that may arise from the possession, use or misuse of the Goods. Customer assumes full responsibility for all risks arising directly or indirectly from my or others possession, use or misuse of the Goods, both known and unknown, regardless of the cause.
3. Waiver and Release. Customer waives and release any and all claims against Noble House, its officers, agents and employees (collectively, “Noble House Parties”) with respect to any and all injury, disability, death, loss or damage to property resulting from possession, use or misuse of the Goods, regardless of the cause and even if caused by negligence, whether passive or active. Customer agrees not to sue any of the Noble House Parties on the basis of these waived and released claims.

It is further understood and agreed by the Parties that all rights under section 1542 of the California Civil Code, and any similar law of any state or territory of the United States, are hereby waived as to claims which those parties released do not know or suspect to exist at the time they execute this release. This section reads as follows:

A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The Parties agree as a further consideration and inducement for this compromise and release of claims that the releases contained in this Agreement shall apply to all unknown and unanticipated injuries and damages resulting from said purchase, as well as those now disclosed.

4. Indemnity. Customer will defend, indemnify and hold the Noble House Parties harmless from and against any and all liability, loss, damages, claims and attorney’s fees that may be suffered by any Noble House Party resulting directly or indirectly from the possession, use or misuse of the Goods by me or any other person, except and only to the extent the liability is caused by the gross negligence or willful misconduct of a Noble House Party.

5. The Parties agree to act in good faith and to cooperate fully with each other in carrying out the intent of this Agreement, and for that purpose agree to execute all additional documents as may prove reasonably necessary to accomplish that intent.
6. The Parties shall each bear their own costs and attorney fees incurred in connection with this Agreement, and each waives the right to make a claim against the other for such costs, attorney fees or any other expenses associated with the matters being settled here.
7. The failure of any Party at any time to require performance of any provision of this Agreement shall not limit that Party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of that provision itself.
8. This Agreement shall inure to the benefit of and shall be binding upon each of the Parties here and their respective agents, representatives, executors, administrators, trustees, personal representatives, partners, directors, officers, shareholders, agents, attorneys, insurers, employees, representatives, predecessors, successors, heirs and assigns.
9. The Parties agree that the laws of the State of California shall be utilized in construing this Agreement and in enforcing the rights and remedies of the Parties. Any litigation arising out of a dispute concerning the Agreement shall be litigated in Los Angeles, California. The Parties agree to venue in that jurisdiction for all such disputes concerning this Agreement.
10. This Agreement is the entire, final, and complete agreement of the Parties relating to the subject of this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the Parties. No amendment or modification of this Agreement shall be effective unless in a writing executed by all Parties whose interests are affected by the modification.
11. If any provision of this Agreement is held to be invalid or unenforceable, all remaining provisions will continue in full force and effect.
12. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all Parties had signed the same document. All of such counterparts shall be construed together with and shall constitute one Agreement, but in making proof, it shall only be necessary to produce one such counterpart. A facsimile or email transmission shall be as valid and enforceable as an original.

The Parties, by providing their signatures, have executed this Agreement and agree to be bound by it.