



**7030 Anderson Road, Tampa, Florida 33634**

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Account Sales Manager:

**New Customer Account Application**

**| Part 1 – Customer Information**

New Account     Returning Account     Updating Account Information

Applicant – Business or Corporate Name:	Additional Trade Name (D/B/A):
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Did your company name change in the past 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes what was the previous name?
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Name of Owner

Business Address <input type="checkbox"/> Commercial <input type="checkbox"/> Residential	City	State	Zip
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Billing Address <input type="checkbox"/> Same as above	City	State	Zip
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Shipping Address	City	State	Zip
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Business Telephone No.	Business Fax No.	Year Business Was Established
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Business Email Address	Contractor’s License No.	Federal Tax ID # (provide copy of registration form):
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Type of Business:  
 Sole Proprietorship     Partnership     Corporation     LLC     Government Agency

State of Incorporation:	County:
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Sales Tax Exempt # (Must attached a copy of certificate):

Website/Social Media:

**| Part 2 – Authorized Purchasers and Accounts Payable**  
 The following individuals are authorized to make purchases or payments on behalf of the business or corporation listed on this application.

Name:	Title:	Phone No.	Email Address
Name:	Title:	Phone No.	Email Address
Name:	Title:	Phone No.	Email Address

**| Part 3 – Business Owners and Officers**  
 List of business owner(s), partners, managing members, or corporate officers

Name:	Title:	Phone No.	Email Address
Name:	Title:	Phone No.	Email Address
Name:	Title:	Phone No.	Email Address



<b>Part 4 – Business Information</b>			
To help us better serve you, please answer the following questions			
Primary Business Practice (Choose one):			
BUILDER: <input type="checkbox"/> Commercial <input type="checkbox"/> Multi-family <input type="checkbox"/> Single-Family		SUPPLIER: <input type="checkbox"/> Online <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale	
CONTRACTOR: <input type="checkbox"/> Commercial <input type="checkbox"/> Multi-family <input type="checkbox"/> Single-Family <input type="checkbox"/> Kitchen/Bath <input type="checkbox"/> Restoration/Disaster			
<input type="checkbox"/> Designer <input type="checkbox"/> Investor <input type="checkbox"/> Realtor <input type="checkbox"/> Other _____			
Primary Product Interest (Choose all that apply):			
<input type="checkbox"/> EliteCraft: Traditional-style RTA <input type="checkbox"/> Urban: Contemporary Made-to-order <input type="checkbox"/> Profile: Multi-family & Production Builder <input type="checkbox"/> Endura: Outdoor Cabinetry			
Do you have a showroom? <input type="checkbox"/> Yes <input type="checkbox"/> No		Size in Sq. feet:	
Showroom Address		City	State Zip
Do you have a Warehouse? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Warehouse Address		City	State Zip
Number of Salespeople in Your Company:			
Kitchen & Bath Sales:		Other Sales	
Number of Designers in Your Company:		Design Software Used:	
Do you outsource your designs? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Will you need designs from us? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Average number of projects per year:			
Kitchen:		Bath:	
Current Cabinet Supplier(s):			
Customer Cabinet Preference:			
<input type="checkbox"/> High End <input type="checkbox"/> Mid-Range <input type="checkbox"/> Low-End			
How did you hear about us?			
How do you advertise?			
<input checked="" type="checkbox"/> YES – Subscribe to mailing list <input checked="" type="checkbox"/> YES –Subscribe to Email list <input checked="" type="checkbox"/> YES – Enroll us in the “Find a Dealer” Zip Code Serviced:			
“Find a Dealer” Zip Codes Serviced:			

Internal Use Only	
Mail Chimp	
Online Login	
Online Account	
Welcome Packet	



## Account Policies

### Definition of Terms

**Innovation/Innovation Cabinetry** – Innovation Cabinetry, L.L.C.

**Buyer** – The Company with an established account with Innovation to order the products and services discussed herein.

**Buyer's Agent** – A person over 18 years who is designated to order, inspect, and/or accept products by Pickup, Delivery, or Shipment.

**End-user** – The Person or entity serving as the Buyer's customer and/or the intended owner-to-be of products and services being provided

**Products:**

**Flat Pack** – Cabinetry ordered by the Buyer to be provided unassembled in their original boxes or wrappings.

**Assembled** – Cabinetry ordered by the Buyer to be provided fully put-together for installation.

**Modified** – Cabinetry which has been cut, drilled, re-sized or otherwise altered.

**Pickup** – Products received by the Buyer or Buyer's Agent at the Innovation office or warehouse facilities.

**Delivery** – Transport of products made by an Innovation owned, rented, or leased vehicle.

**Shipment** – Transport of products made by a third-party carrier.

**Residential Delivery/Shipment Sites** – Single or multi-family residences and businesses which are zoned residential.

**Commercial Delivery/Shipment Sites** – Business, government office, and other locations zoned other than residential.

**Inspection** – Checking to verify the quantity and quality of products and their boxes or wrappings.

**Packing List** – Innovation's list accompanying the delivery or shipment of products by quantity, name, and description, and/or product code.

**Bill of Lading** – Shipping carriers list sent with shipments to be signed by the Buyer or Buyer's Agent.

**Sales Order (or Invoice)** – Innovation's numbered document which has all pertinent sales information and dates

**Return** – To bring back to Innovation the non-damaged, unwanted products for credit or refund.

**Exchange** – To bring back to Innovation the non-damaged, unwanted products for replacement with other products.

**Damage Claim** – A notice of receipt by the Buyer of damaged products (scratched, dinged, broken) which occurred before their acceptance by the Buyer.

**Defect Claim** – A notice of receipt by the Buyer of defective products (factory-caused color, warping, other) which occurred before acceptance by the Buyer.

**Warranty Claim** – A notice to Innovation by the End-user of product failure subject to the limitations and conditions detailed in the Limited Warranty which occurred after receipt and acceptance by End-user.

### Buyer is Responsible for Order Details

- Innovation is solely responsible for providing its product and services to the best of its ability in accordance with Buyer's request. Innovation's products and services are available on a first come first-serve basis
- Some products and/or services may become unavailable due to high demand, low supply, extended times in obtaining materials, and other circumstances beyond its control. Innovation will only accept responsibility for products and services immediately available and makes no representation regarding any time needed to obtain or acquire sufficient supplies to Buyer.
- Buyer accepts full responsibility for the accuracy of designs, floorplans, and quotes and holds Innovation harmless against all claims and losses resulting from inaccuracies, errors, and/or omissions.
- Buyer must verify all order details and make any necessary changes prior to approving and paying.
- A twenty-five dollar (\$25) non-refundable service fee will be charged to Buyer for each occurrence of changing an order after it has been approved and paid by the Buyer. Innovation accepts no responsibility for omissions or errors.
- Once paid, orders for assembled and modified cabinets are sent for the work to begin. Orders for assembled or modified cabinets cannot be changed once the order has been approved and paid by the Buyer.

## WAREHOUSE PICKUP POLICY

### Receiving Products by Pickup

- Buyers must consult with their Sales Account Manager to confirm the correct location for order pickup.
- Buyer should ensure that the "Promise Date" Shown on the Sales Order is the date of pick. Orders not picked up within five (5) business days after the Promised Date will be subject to storage fees. Please refer to innovation's Terms and conditions.
- Orders are NOT pulled in advance. Buyers are served in order of arrival at the warehouse dock.
- Buyer or Buyer's Agent must receive, inspect, and sign the warehouse paperwork to accept all pickups. Buyer's Agent must be at least 18 years old with no impediment to inspecting and signing for the pickup.
- A valid photo I.D. and Paid Sales Order must be presented when picking up an order. Buyer is responsible for bringing supplies to secure and protect products being picked up.
- Innovation personnel are not permitted to load, strap, stack, tie down, secure, or cover products in or on any vehicle other than those owned by Innovation.
- Last pickup time is 4:30pm and is strictly enforced.



## TRANSPORTATION POLICY

### Delivery and Shipment General Terms

- All products are delivered and shipped F.O.B. Innovation's warehouse unless a special written agreement is executed between Innovation and the Buyer
- The responsibility of Innovation Cabinetry LLC ("Innovation") for the integrity of the shipped product ceases upon transfer of product in good condition to 3rd party shipment carrier. See below for damage claims.
- All product(s) are shipped at the Buyer's own risk, except for those instances where Innovation undertakes deliver of its product via Innovation owned vehicles.
- Innovation is not responsible for any delay in delivery or shipment caused in whole or in part by circumstances beyond its reasonable control, including but not limited to acts of God, fires or accidents, strikes or other differences with workers, war (whether declared or undeclared), riots, embargoes, delays by carriers, delays in shipping or receipt of materials by suppliers, or any legislative, administrative or executive law, order or requisition of the federal or state government or any subdivision, department, agency, officer, or official thereof.
- Innovation is not liable in any event for any damages (whether direct, general, incidental, consequential, or other) cause by Innovation's failure or delay in performance of deliver or shipment, if Innovation is unable due to any cause beyond its control to supply Buyer's total demand for products. Innovation reserves the right to allocate its available supply to any of its customers, branches, and/or affiliates, in any manner Innovation deems reasonable.

### Notification Required for Delivery or Shipment

To ensure the safe and efficient transport of products, Buyer must report the following conditions at the time of order:

- Whether the delivery is to a residential or commercial site.
- All property restrictions on commercial vehicles, any gates, gate codes, loading docks or ground-floor offloading, need for tailgate, or any other pertinent information regarding access or use of small or large trucks.
- Potential hazards concerning pavement conditions, turning limitations, low overhead clearance, or obstructions.
- The name and phone number of the Buyer's Agent who will meet, inspect, and sign for the delivery or shipment

### Buyer's Failure to Receive Delivery or Shipment

- No delivery or shipment will be made without Buyer or Buyer's Agent being present to accept it.
- If there is no Buyer or Buyer's Agent present when the truck arrives with the products, the deliverer will attempt to contact the Buyer or will wait no more than 15 minutes for their arrival.
- If there is no Buyer or Buyer's Agent present after 15 minutes from the time of delivery or shipment, the driver will NOT OFFLOAD products. Buyer will be responsible for paying the cost of any unmet delivery or shipment, plus the full (non-discounted) cost of the truck returning and making a future delivery

### Receiving Products by Delivery or Shipment

- Buyer must remove all obstacles that might hind ether carrier's shipping agent or Innovation Delivery associate. Drivers CANNOT clear an area of obstacles, including moving or removing items.
- Shipments will only be made to the ground level or loading docks.
- Deliveries will only be unloaded to the ground, pavement, or by pallet jack to the nearest on-site dry location (e.g., garage, porch) if there is a paved driveway. No products will be carried over a rough or unpaved ground surface.
- Deliveries cannot be carried into a residence or commercial building.
- Buyer or Buyer's Agent must be present to receive, inspect and sign to accept all deliveries and shipments. Buyer's Agent must be at least 18 years old with no impediment to inspecting and signing for delivery and shipment.
- Immediately upon receipt, Buyer or Buyer's Agent must inspect the delivery or shipment and compare contents to the packing list and bill of lading; then sign for count and pallet count and note any discrepancies or damages.
- Signature on the Bill of Lading by Buyer or Buyer's Agent indicates inspection of quantity and quality has been performed and all visible damage(s) are noted. A signature indicates acceptance of the delivery or shipment.
- Buyer or Buyer's Agent acceptance of the delivery or shipment without notation of visible damage on the Bill of lading will result in any claims of loss for visible damages being denied. Buyer or Buyer Agent's failure to keep shipping cartons, packing materials, and all products intact for Innovation's inspection in the event of hidden damages will result in denial of claim for hidden damages.
- Photographs should be taken from multiple angles of all damaged boxes and products at the time of delivery.
- Buyer or Buyer's Agent must unpack and inspect all delivery and shipment for hidden damages or defects **within 24 hours** of receipt.



## CLAIMS AND POLICIES

### Shipping Discrepancies and Damages

- Carriers strictly enforce a 72-hour time limit on claims for hidden damage. To make a claim for hidden damage/s discovered after receiving the products and signing the Bill of Lading, the Buyer or Buyer's Agent must keep the shipping carton, packing material, and all products intact and arrange for an inspection by the carrier's agent. All errors and damages must be reported in writing via email to [info@innovationcabinetry.com](mailto:info@innovationcabinetry.com). The report must include the sales order or invoice number, photographs, and a description of the error or damage. Innovation will assist in processing claims with third-party carriers.

### Innovation Delivery Discrepancies and Damages

- Buyer must report discrepancies and damage claims via email to [customerservice@innovationcabinetry.com](mailto:customerservice@innovationcabinetry.com) within 24 hrs. and provide the sales order or invoice number, the photographs, and a description of the error or damage.

### Damage and Defect Claims

- Claims may be made only for the damaged or defective components of cabinets. Innovation reserves the right to replace only the damaged or defective components unless it is best to replace the entire cabinet.
- Damage claims must be placed within **24 hrs.** of receipt.
- Defect claims must be made within **30 calendar days** from the date of purchase/payment.

### Warranty Claims

- Innovation Cabinetry reserves all rights to deny claims that do not conform to its policies.
- To make a claim under Innovation's Limited Warranty, the Buyer's customer (End-user) will be directed to first contact the Buyer to begin the Warranty Claim process.
- Innovation must verify the date of purchase and the products purchased to extend benefits from the Warranty.
- Buyer should use references to their end user when ordering and retain orders or invoices of product purchases.
- Report all warranty claims to [customerservice@innovationcabinetry.com](mailto:customerservice@innovationcabinetry.com) and provide photographs and the valid Innovation Cabinetry sales order/invoice.

### Online Advertising and E-commerce Policy for Endura Outdoor Cabinetry

- Direct Online Sales and Online Listings:** We discourage the sale of Endura Outdoor Cabinetry products directly through online e-commerce platforms. This includes but is not limited to, your company's website, third-party online marketplaces, and social media platforms where customers can complete a transaction and purchase the product directly. Instead, we suggest cabinets and vignettes be showcased online with the phrase "CALL FOR QUOTE," and the sale can be finalized via the phone. This will allow for the best customer experience by answering the customers' questions and providing an accurate design, order, delivery, and installation of the Endura product.
- Sales Inquiries and Lead Generation:** We highly suggest that customers visiting your online listings for Endura Outdoor Cabinetry products should be encouraged to inquire about the products through contact forms, emails, or other non-direct means. You may also use these listings as lead-generation tools to capture customer information for future offline sales interactions.

## RETURN, EXCHANGE & REFUND POLICY

### Important Timeframe and Processing Restrictions

- Requests for returns, exchanges, and/or refunds must be made within 30 calendar days from the date of purchase/payment and must be accompanied by the valid Innovation Cabinetry sales order/invoice.
- ALL SALES ARE FINAL FOR MADE-TO-ORDER CABINERY, including Endura, Profile, and Urban doors/drawers, finished panels, toe kicks, and fillers.
- All approved returns and exchanges after the above-prescribed period will be subject to a 25% restocking fee.
- Products must be inspected by Innovation Cabinetry prior to acceptance for return.
- Products to be returned or exchanged must be in original (unopened) boxes and re-sellable condition. Boxes cannot be wet or damaged and must be free of dirt, paint, markings, etc.
- All hardware must be undamaged and free from scratches, dirt, paint, markings, etc.
- Open-boxed, modified, and/or assembled full cabinets CANNOT be returned or exchanged under any circumstance.
- Products damaged in transit when shipped from Innovation via a freight carrier CANNOT be returned to Innovation.
- Innovation Cabinetry reserves all rights to refuse to accept any product for return and/or refund.



I have read and agree to the Account Policies, and our company agrees to be bound by such Account Policies to remain an active Innovation Cabinetry, L.L.C. customer. The signature below is submitted to obtain purchasing privileges, and I/We certify that all information here is true and complete. The number shown on the Account Application accompanying this form is the correct taxpayer identification number for the applicant and entity. I/We agree that this account will only be used to purchase merchandise for commercial or business purposes, not for personal or family purposes.

Company Name	Date
Printed Name of Authorized Individual	Title
Signature of Authorized Individual	



TERMS AND CONDITIONS

- 1. COMPLETE TERMS: Sales and quotations by Innovation Cabinetry, L.C., a Florida limited Liability Company ("Innovation"), are governed by these Standard Terms and Conditions of Quotation and Sale (Terms and Conditions)".
2. RIGHT TO CHANGE TERMS AND CONDITIONS: Innovation reserves the right to change, alter, delete, add to, and modify the Terms and Conditions with notice from an officer of Innovation to the Buyer delivered by mail and/or email to Buyer's verified address(es).
3. CHANGES TO BUYER: Buyer agrees to maintain the commercial entity name as listed on their account or notify Innovation of all changes to their legal name.
4. CHANGES TO PRODUCTS AND SERVICES: Innovation makes no representation of a permanent or long-standing offering of product types, colors, styles, or specifications and reserves the right to change some or all product offerings - along with some or all service offerings - without prior notice to Buyer.
5. MISREPRESENTATION OF RELATIONSHIP WITH INNOVATION: Buyer shall not, in any way private or public, represent itself as a branch of, exclusive Dealer of, or affiliate of Innovation.
6. PRODUCT LABELING AND USE OF IMAGES: Buyer shall not, without Innovation's express written permission, re-label, private-label, or misrepresent Innovation's products or product images in any way other than as presented by Innovation; including, but not limited to presenting Innovation's products and/or images as Buyer's own.
7. QUOTATION OF PRICE: All written quotations of price ("Quote") made by Innovation will be valid for a period of thirty (30) days, without exception, from the date of the Quote generated by Innovation.
8. BUYER RESPONSIBLE FOR ACCURACY: Buyer must review all designs, floorplans, and quotes for accuracy; verify all order details; and make all necessary changes prior to approving and paying for orders.
9. TERMS OF PAYMENT: Terms of payment shall be as set forth on Innovation's acknowledgement or invoice.
10. FINANCIAL RESPONSIBILITY: Any credit terms offered by Innovation are available only for so long as Buyer complies with all its obligations under these Terms and Conditions, including, without limitation, the provisions requiring timely payment of invoices within stated terms.
11. TAXES: All sales tax, excise taxes, or other forms of taxes levied against this transaction shall be paid by Buyer over and above all other sums Buyer is or may become obligated to pay hereunder.
12. CHANGE ORDERS: A twenty-five dollar (\$25) non-refundable service fee will be charged to Buyer for each occurrence of Buyer changing an order after it has been paid.
13. CANCELLATION AND RETURNS: Due to the internal costs associated with processing and filling an order, cancellation after an order has been fulfilled (received by Buyer or Buyer's Agent, or delivered, or shipped) will be treated the same as returns.
14. DELIVERY OR SHIPMENT: Shipment shall be F.O.B. Innovation's warehouse (unless otherwise specified on documentation acknowledging Buyer's order) whereupon title shall pass to Buyer.
15. STORAGE FEES: Purchased items not picked up by Buyer within five (5) business days after the Buyer receives Ready for Pickup notification are subject to storage fees, including, but not limited to a daily fee of thirty-five dollars (\$35) or one percent (1%) of invoice value of items stored at Innovation, whichever is higher.
16. SHIPMENT AND CLAIM OF DAMAGE: In case of claiming damage and loss in transit for any shipment of F.O.B., it is the Buyer's responsibility to claim through the freight broker once the products leave Innovation's warehouses.
17. NO DEDUCTION: Buyer shall not be entitled to deduct from the price invoiced to it by Innovation the amount of any claim asserted by Buyer against Innovation unless such claim shall have been allowed, in writing, by Innovation.
18. WARRANTY: THE WARRANTIES SET FORTH IN INNOVATION'S PRODUCT CATALOG, SPECIFICATION BOOK, OTHER LITERATURE, AND WEBSITE ARE EXTENDED IN LIEU OF AND TO THE EXCLUSION OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
19. INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD INNOVATION (INCLUDING ITS AFFILIATED COMPANIES, AGENTS, OFFICERS, AND EMPLOYEES) FREE AND HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS, OR OTHER LITIGATION (INCLUDING, WITHOUT LIMITATION CLAIMS FOR ACTUAL, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES, AND ALL COSTS THEREOF AND ATTORNEYS' FEES), OF EVERY KIND AND CHARACTER ON ACCOUNT OF PROPERTY DAMAGE, BODILY INJURY, SICKNESS, DEATH OR OTHER LOSS IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH BUYER'S OR BUYER'S HIREE'S (1) BREACH OF THE WARRANTIES AND REPRESENTATIONS PROVIDED THEREIN; (2) BREACH OR DEFAULT OF ANY POLICIES OR TERMS AND CONDITIONS UNDER THIS APPLICATION AND AGREEMENT, (3) MISREPRESENTATIONS; (4) IMPROPER OR IN ANY WAY DEFICIENT MODIFICATION, ASSEMBLY, INSTALLATION, OR USE OF INNOVATION-PROVIDED PRODUCTS.
20. GOVERNING LAW; VENUE AND JURISDICTION: All issues concerning the formation, performance, or interpretation of a contract regarding the sales on this account shall be governed by the laws of the state of Florida, and any dispute between Innovation and Buyer will be resolved in Hillsborough County, Florida, the prevailing party in that dispute entitled to its cost and reasonable attorney's fees.
21. SEVERABILITY OF TERMS: If any phrase, clause, or provision shall be declared void, the validity of any other provisions shall not be affected thereby.

I have read and agree to the Terms and Conditions, and our company agrees to be bound by such Terms and Conditions to remain an active Innovation Cabinetry, L.L.C. customer. This application is submitted to obtain purchasing privileges, and I/We certify that all information here is true and complete. The number shown on the Account Application accompanying this form is the correct taxpayer identification number for the applicant and entity. I/We agree that this account will only be used to purchase merchandise for commercial or business purposes, not for personal or family purposes.

Table with 2 columns: Field Name and Value. Fields include Company Name, Date, Printed Name of Authorized Individual, Title, and Signature of Authorized Individual.



Internal Use Only		
Main Account:		
Sub Account:		
Account Manager:	Discount Level:	Accounting:
		Customer ID:
Approval Signature:		Payment Method:
Date of Approval:		Payment Term: