





**19. NATURE OF YOUR RESPONSIBILITIES:** Each person that signs the credit application for this Agreement, this Agreement, or any invoice or other memorandum evidencing a purchase made according to the terms of this Agreement, is liable (and if there is more than one person then each of you is jointly and severally liable) to pay all amounts owed, in full, and to keep all of the other promises in this Agreement. You are responsible for the amounts you owe on this Agreement even if you suffer a total loss of the goods purchased under this Agreement due to theft, confiscation, fire or other physical damage.

**20. APPLICABLE LAW:** This Agreement is effective when we accept and approve your application for credit under the terms of this Agreement in New York. This Agreement (which includes the application and any sales slips/orders signed by you) is governed by federal law and the law of New York without reference to the principles of conflict of laws except that if you are a resident of the District of Columbia (Washington D.C.), Georgia, Maryland, Texas or Virginia when your account with us is opened this Agreement is governed by federal law and the law of one of the preceding states in which you resided at the time your account was opened, without reference to the principles of conflict of laws if you are a resident of Maryland this Agreement is governed by federal and Maryland law- specifically Subtitle 9, Title 12 of the Commercial Law Article. If you are a resident of Texas the following applies to you:

**TEXAS CONSUMER CREDIT COMMISSIONER NOTICE:** To contact Luther Appliance and Furniture Sales, Inc. about this account call 800-358-6466. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 N. Lamar Blvd., Austin, Texas 78705-4207; (800) 538-1579; (512) 936-7600, and can be contacted relative to any inquiries or complaints.

If any provision of this Agreement is found invalid, the other provisions shall remain in full force and effect.

**21. PREPAYMENT OF BALANCE:** You may, at any time, pay off the entire balance of your account with out penalty.

**22. CANCELING THIS AGREEMENT:** We have the right to cancel this Agreement at any time by notifying you in writing. You have the same right. Your obligation to repay amounts you already owe under this Agreement will not be affected by cancellation of this Agreement.

**23. CHANGE OF TERMS:** To the extent allowed by law, we may change any term of this Agreement, including the rate of finance charge. If permitted by applicable law, any new terms may at our option be applied to any balance existing on the Account at the time of change, as well as any subsequent transactions. We may make any of the changes discussed above without your consent, unless applicable law provides otherwise. We will give you any notice of change that is required by law.

**24. CREDIT CARDS:** Any and all credit cards furnished to you by us shall remain our property and you will be obligated to surrender all credit cards promptly upon our request.

**25. OPTIONAL PAYMENT METHODS:** You may elect to make payments under a payroll deduction plan or by choosing to have payments made by an automatic debit to your checking account by simply completing the additional authorization forms for either payment method.

You may revoke any such election by sending us and your bank or employer a signed written request. We will process your revocation in a reasonable time period after we receive it, but might not be able to stop a payment scheduled to occur within five (5) business days. If you select either of these two optional payment methods you agree to execute and implement such additional authorizations (which are incorporated into and made part of this Agreement) as may be reasonably requested by us from time to time for the purpose of authorizing your employer or bank to pay us on your behalf.

**26. PRESERVATION OF CLAIMS AND DEFENSES NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

**27. YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE:** This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. **Notify Us In Case Of Errors Or Questions About Your Bill.** If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at 60 Plant Ave., Suite 2 Hauppauge, New York 11788. Write to us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter give us the following information: Your name and account number. The dollar amount of suspected error. Describe the alleged error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. **Your Rights And Our Responsibilities After We Receive Your Written Inquiry:** We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within 10 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question

about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is. If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct. **Special Rule for Credit Card Purchases:** If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

**28. ARBITRATION CLAUSE PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.** Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 (www.arbforum.com), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$1000, which may be reimbursed by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration clause shall be unenforceable.

**29. ADDITIONAL NOTICES Notice to Georgia residents: NOTICE TO THE BUYER: Do not sign this before you read it or if it contains any blank spaces. You are entitled to an exact copy of the paper you sign. You have the right to pay in advance the full amount due.** Each party secondarily liable on this Agreement hereby waives any right to require us as seller or any assignee to take action against the principal as provided in O.C.G.A. §10-7-24.

**Notice to Texas residents: NOTICE TO THE BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

**Notice to Washington DC residents: NOTICE TO THE BUYER: 1. Do not sign this credit agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this credit agreement at the time you sign it.**

**ACKNOWLEDGEMENT. By signing the application form, using the credit card and/or by placing your first order on credit provided by us, you acknowledge your receipt of a copy of this Agreement and agree to accept and comply with the terms of this Agreement.**

**NOTICE TO THE BUYER: 1. Do not sign this credit agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this credit agreement.**

**RETAIL INSTALMENT CREDIT AGREEMENT Luther Appliance and Furniture Sales, Inc By:**

**Dated: July 25, 2007**



## Ask About Our No Money Down • No Application Fee • Free Delivery • Low Monthly Payments

Unless the joint application box (below) is checked, Luther will assume that you are applying for individual credit in your own name based on your income and assets.

We are applying for joint credit. (Initials of Applicant and Co-Applicant) \_\_\_\_\_ (Complete Co-Applicant Section)

### Tell Us About Yourself

LAST NAME FIRSTNAME INITIAL

PRESENT ADDRESS APT. NO

CITY STATE ZIP

HOME PHONE

CELL PHONE

EMAIL ADDRESS

DATE OF BIRTH SOCIAL SECURITY NO.

MOTHERS MAIDEN NAME

DRIVERS LICENSE NO. STATE LICENSED

NAME OF NEAREST RELATIVE/ FRIEND (NOT LIVING WITH YOU)

FULL MAILING ADDRESS

PHONE NUMBER

### Tell Us About Your Employment

EMPLOYER'S NAME EMPLOYERS PHONE NUMBER

ADDRESS

DATE OF HIRE WEEKLY INCOME\*

OCCUPATION DIRECT WORK NUMBER

(If you are relying on alimony/support provide information about the provider in the Section entitled "Co-Applicant")  
\*Alimony, child support or maintenance need not be indicated unless used for a basis of credit.

ARE YOU A MEMBER OF THE LOCAL UNION?  YES  NO

IF SO WHICH UNION? \_\_\_\_\_

### Active Military Complete This Section

RANK BRANCH

S.C.D. DATE ETS DATE

C.O. NAME C.O. DIRECT NUMBER

### Tell Us About Your Credit

BANK \_\_\_\_\_

CHECKING ACCOUNT # \_\_\_\_\_

BANK \_\_\_\_\_

SAVINGS ACCOUNT # \_\_\_\_\_

<b>Annual Percentage Rate (APR) for purchases</b>	<b>23% FL 18%</b> <small>21% (GA, TN, &amp; TX residents)</small>
<b>Other APRs</b>	None
<b>Grace Period for repayment for purchases</b>	At least 25 days
<b>Method of computing the balance for purchases</b>	Previous Balance
<b>Annual Fees</b>	None
<b>Minimum Finance Charge</b>	None
<b>Late Payment fee: \$15</b>	

\*This Information is correct as of July 25,2007 and is subject change at any time without prior notice. To receive the most recent information please write to us Luther Appliance and Furniture Sales, Inc. at: 60 Plant Avenue, Suite 2, Hauppauge, NY 11788

Please Read. The following notices are sample reminders to read the Agreement prior to signing the Application. By signing the Application you are signing the Agreement.  
**Notice to Georgia residents: NOTICE TO THE BUYER:** Do not sign this before you read it or if it contains any blank spaces. You are entitled to an exact copy of the paper you sign. You have the right to pay in advance the full amount due. Each party secondarily liable on this Agreement hereby waives any right to require us as a seller or any assignee to take action against the principal as provided in O.C.G.A. 10-7-24. **Notice to Texas residents: NOTICE TO THE BUYER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. Notice to Washington DC residents: NOTICE TO THE BUYER: 1. Do not sign this credit agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this credit agreement at the time you sign it.**

APPLICANT'S SIGNATURE DATE CO-APPLICANT'S SIGNATURE DATE

# Credit Application

**PLEASE NOTE: A CO-APPLICANT IS NECESSARY FOR APPLICANTS WHO ARE EMPLOYED FOR LESS THAN (4) YEARS AT THE SAME WORK PLACE.**

### Co-Applicant (Where Applicable)

LAST NAME FIRST NAME INITIAL

PRESENT ADDRESS APT. NO

CITY STATE ZIP

HOME PHONE

DATE OF BIRTH SOCIAL SECURITY NO.

MOTHERS MAIDEN NAME

DRIVERS LICENSE NO. STATE LICENSED

NAME OF NEAREST RELATIVE/ FRIEND (NOT LIVING WITH YOU)

FULL MAILING ADDRESS

PHONE NUMBER

### Co-Applicant Employment

EMPLOYER'S NAME EMPLOYERS PHONE NUMBER

ADDRESS

DATE OF HIRE WEEKLY INCOME\*

OCCUPATION DIRECT WORK NUMBER

ARE YOU A MEMBER OF THE LOCAL UNION?  YES  NO

IF SO WHICH UNION? \_\_\_\_\_

### Active Military Complete This Section

RANK BRANCH

S.C.D. DATE ETS DATE

C.O. NAME C.O. DIRECT NUMBER

### Tell Us About Your Credit

BANK \_\_\_\_\_

CHECKING ACCOUNT # \_\_\_\_\_

BANK \_\_\_\_\_

SAVINGS ACCOUNT # \_\_\_\_\_

**IMPORTANT:APPLICANT AND CO-APPLICANT (Where Applicable) MUST ENCLOSE MOST RECENT PAY STUB (or LES.) CREDIT CARD APPLICATION MUST BE FILLED OUT COMPLETELY. IN CASES WHERE A CO-APPLICANT IS NECESSARY (see Co-Applicant for details) YOU MUST HAVE CO-APPLICANT COMPLETE THIS APPLICATION**

## SHOPPING INFORMATION

### DELIVERY POLICY

Occasionally, items may be out of stock. We will notify you if your order cannot be shipped promptly. We reserve the right to cancel an order upon proper notification. Please allow 3-5 weeks for delivery on all furniture orders. All deliveries are FREE of charge regardless of payment options.

### REFUND/RETURN POLICY

If you are not satisfied with the merchandise, you may obtain a refund of any amounts you have paid to LutherSales in connection with the purchase price of your order. To obtain a refund, you must notify us at the time of delivery and you must return the merchandise to us in good condition and in its original packaging. All merchandise which is refused upon delivery or cancelled after making your initial payment for any reason other than product damage will result in a 15% restocking fee charged to the customer. Customers should inspect all products carefully before signing delivery receipt.

**Furniture and Bedding** are special orders and therefore can only be returned for a refund, if the product is damaged upon delivery. Customers are entitled to a complete inspection on delivery. If product is damaged on delivery, refuse shipment for a full refund. Any claims made after merchandise has been signed for will be handled through a Luther contracted service technician. All merchandise that can be repaired and serviced will be handled in such manner. Exchanges will be made only at the discretion of Luther Appliance & Furniture Sales Inc.

**Major Household Appliances** are covered by a 1 year parts and labor manufacturer's warranty. Televisions are covered by a 1 year parts, 90-day labor manufacturer's warranty. Luther Appliance and Furniture Sales will schedule all service during the warranty period. Customers should contact the manufacturer or local service provider for out-of-warranty repairs. Customers may always contact Luther Appliance & Furniture for assistance with any service issue.

**Video Game Packages and Small Appliances** are covered by a 90-day manufacturer's warranty. Luther Appliance and Furniture Sales will schedule all service during the 90-day warranty period. Customers should contact the manufacturer or a local service provider for repairs after the 90-day warranty period expires. Customers may *always* contact Luther Appliance & Furniture for assistance with any service issue.

**Computers** and any other items shipped by UPS can only be returned with a return authorization number provided by an authorized Luther Appliance and Furniture Sales employee. The manufacturer at its discretion may require that an authorized service technician verify your claim before authorizing the return. Claims made after delivery of merchandise are subject to service only, no refunds. Exchanges will be made solely at the discretion of the manufacturer.