

# ELEVATOR CONTROLS

## Terms and Conditions (effective December 1, 2008)

**Customer and Supplier agree that amounts due as a result of any and all purchases hereafter made by Customer from Supplier shall be paid to Supplier based on the following terms and conditions.**

- Terms** Purchase price shall be due and payable in full within 30 days of the invoice date unless otherwise agreed upon in writing.
- Finance Charge** Past due amounts are subject to a finance charge of 1.5% per month. Credit card payments are subject to a 3% service charge.
- Bad Checks** A service charge of \$25 will be applied to any returned check. Accounts over 100 days old will be placed on COD-only status. Legal action will be taken as necessary collect amounts due.
- Returns** No returned goods will be accepted without a Returned Material Agreement (RMA) number. In order for any returned goods to be accepted for credit, (1) freight charges for urgent part replacements and shipping of returns will be prepaid by customer (2) returned goods must be clearly marked with the authorizing RMA number, and (3) goods will be inspected before any credit is issued.
- Cancellation** Cancellation of any order is subject to assessment of a cancellation/restocking charge, which shall be based on percentage of manufacturing completed at the time a bona fide written cancellation notification is received. Any special order equipment – including but not limited to motors, isolation transformers, hydraulic power units, special enclosures, etc – is not cancelable.
- Failure to Pay** Failure of Customer to pay any part of the purchase price when due, or in the event that proceedings in bankruptcy, receivership or insolvency are instituted by or against Customer or his property, Supplier may, at Supplier's option, cause the entire unpaid balance to become due immediately payable. Supplier reserves the right to file a Mechanic's Lien and hold the Title.
- Entire Agreement** This Agreement covers all materials which Customer may hereafter acquire at any time from Supplier. This Contract constitutes the entire Agreement by and between Customer and Supplier. No waivers or modifications shall be valid unless written and executed by the parties hereto. This contract shall apply and accrue to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.
- Litigation & Attorney's Fees** In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the substantially prevailing party shall be awarded reasonable attorneys fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.
- Forum for Litigation** Any dispute that arises under or is related to this Agreement (whether contract, tort or both) shall be resolved in the Municipal or Superior court, County of Sacramento, State of California. Customer hereby consents to the jurisdiction of the aforementioned court for any litigation that arises under or is related to this agreement.
- State Law** This Purchase Agreement shall be governed by the laws of the State of California.
- Certificate of Exemption** Customer certifies that the tangible personal property which shall be purchased from Supplier will be resold by Customer in the form of tangible personal property; provided, however, that in demonstration, or display, Customer is solely required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property.
- Receipt of A Copy** Customer hereby acknowledges receipt of a copy of this Agreement at the time of its execution.

**Signature Approval**

**Accepted by Customer**

Company \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

*(Principal's signature is required)* Date \_\_\_\_\_

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## Credit Application / Agreement

<b>Name Address</b>	Complete Legal Name of Business	Contact	Tel (   )	Fax (   )
	Billing Address/City/State/Zip	Contact	Tel (   )	Fax (   )
	Accounts Payable Address/City/State/Zip (if different)	Contact	Tel (   )	Fax (   )
	Shipping Address/City/State/Zip	Contact	Tel (   )	Fax (   )

<b>Company</b>	Type of Business	Years in Business	Employees	Apply for Credit Amount \$
	Legal Form of Business [ ] Corporation [ ] Partnership [ ] Proprietorship	Corporate Parent (if applicable)		
	Applicant Primary Contact	Tel (   )	Federal Tax ID No.	D&B Number

<b>Principals</b>	Name	Title	Ownership %	Social Security # *
	Name	Title	Ownership %	Social Security # *
	Name	Title	Ownership %	Social Security # *

\* Required if business entity is not a Corporation

<b>Bank References</b>	Name of Institution	Checking Account #	Current Balance	Average Balance
	Address/City/State/Zip	Contact	Tel (   )	Fax (   )
	Name of Institution	Savings Account #	Current Balance	Average Balance
	Address/City/State/Zip	Contact	Tel (   )	Fax (   )
	Name of Institution	Loan #	Current Balance	Monthly Payment
	Address/City/State/Zip	Contact	Tel (   )	Fax (   )

Provide additional pages as required to present an accurate picture of financial obligations.

<b>Trade References</b>	Company	Contact	Account #	Credit Limit
	Address/City/State/Zip	Tel	Fax	Current Balance
	Company	Contact	Account #	Credit Limit
	Address/City/State/Zip	Tel	Fax	Current Balance
	Company	Contact	Account #	Credit Limit
	Address/City/State/Zip	Tel	Fax	Current Balance
	Company	Contact	Account #	Credit Limit
	Address/City/State/Zip	Tel	Fax	Current Balance

**Agreement** The undersigned furnishes the above business and personal credit information for the procuring and establishment of credit from time to time with Supplier, and to induce Supplier to permit the above named Customer to become indebted to Supplier for purchase of goods, materials and/or services. The undersigned, jointly and individually, certify that all information in this Credit Application is complete, factual and correct, and understand that Supplier will rely on the accuracy of this information for any credit that may be extended. Supplier is hereby expressly authorized to contact any parties listed

herein and to verify any information contained in this Credit Application. The undersigned hereby waives any credit information privacy rights or regulations. If any representations made on the application prove to be untrue, the undersigned agrees that all obligations of the above named Customer to, or held by Supplier, shall immediately become due and fully payable without demand or notice and, in the event Company is not a Corporation, the undersigned further expressly agrees to assume personal liability for all obligations of said Customer to Supplier. The undersigned hereby acknowledges receipt of a copy of this Credit Application.

<b>Signature Approval</b>	Signature	Date	<b>RESALE PERMIT:</b> I hereby certify that items purchased are intended for resale under our permit # _____ Signature: _____
	Printed Name	Title	