



### Application for Credit

Please complete and return as soon as possible to expedite your order.

Date \_\_\_\_\_ Resale Number \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Company Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Applicants Names \_\_\_\_\_ Fax Number \_\_\_\_\_

Street Address \_\_\_\_\_ PO Box or Suite # \_\_\_\_\_

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Corporation ( ) If Corporations, date of incorporation \_\_\_\_\_ State of incorporation \_\_\_\_\_ Partnership ( ) Sole Proprietorship ( )

President \_\_\_\_\_ Vice President \_\_\_\_\_

Controller \_\_\_\_\_ Contact for Accounts Payable \_\_\_\_\_

Kind of Business \_\_\_\_\_ Date founded \_\_\_\_\_

References: Give only information for those you buy from on Open Account

1. Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Accounting Contact \_\_\_\_\_ Acct. # \_\_\_\_\_

2. Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Accounting Contact \_\_\_\_\_ Acct. # \_\_\_\_\_

3. Name \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Accounting Contact \_\_\_\_\_ Acct. # \_\_\_\_\_

**Guarantee:** You must fill this section out or your account will not be opened\*. A valid credit card, not expiring within 2 years must be used.

Credit Card # \_\_\_\_\_ Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name on Card \_\_\_\_\_ Authorized Signature of Card Holder \_\_\_\_\_

Name of Your Bank \_\_\_\_\_ Branch \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Checking ( )

Savings ( )

Loan ( )

Acct. # \_\_\_\_\_ Acct. # \_\_\_\_\_ Acct. # \_\_\_\_\_

REQUIRED

I understand that a minimum of \$2500.00 annually is required to maintain an open account with Murray, Inc. I have read and understand the Terms And Conditions of Sale for Murray, Inc. Should our account not be paid within 30 days of date of invoice, I understand that my personal credit card, as noted above, will be charge on the 31<sup>st</sup> day for the full amount. I agree that all charges are hereby authorized for said past due amounts and give permission for said charges to be applied. I understand a receipt will be mailed to ma after processing. I agree that Murray, Inc. has the right to demand reasonable attorney's and collection service fees and charge in collection of all accounts hereunder and in collection of unpaid service charges or taxes which may be due. Any Invoice resulting from this account, shall be governed by and construed according to the laws of the State of Nevada and the Customer hereby submits to the jurisdiction of the courts of the County of Lyon, State of Nevada and agrees that he venue in any action concerning said Invoice shall be in Lyon County, Nevada.

Print Company Name \_\_\_\_\_ Signature of Officer \_\_\_\_\_

Date of Signed \_\_\_\_\_ Print Name and Title of Officer \_\_\_\_\_

Fax Completed Application to: 775.246.8021 Attn: New Accounts

\*Exceptions may be made to this rule. Please call to see if your company qualifies. Certain conditions apply.



## TERMS AND CONDITIONS OF SALE

### LIMITED OFFER

Acceptance of Marray's offer to sell merchandise is expressly limited to the terms and conditions stated herein. Any proposed modification(s) not approved in writing by both parties shall be void and this agreement will be enforced as if such proposed modification(s) had not been made. In the event of any inconsistency between the terms and conditions of this offer and any purported acceptance or any purchase order, the terms stated herein shall prevail.

### PRICES

All prices are subject to change without prior notice and are not guaranteed. All prices are per unit (each) unless otherwise specified and do not include sales or local taxes.

### CREDIT TERMS

The standard credit terms of Marray, Inc., (hereafter Marray) are 2% 10 days net 30. Net 30 means that check is received at Marray on or before 30 days from the date of invoice. REBILLING fee of 2% per month on past due account will be assessed.

### DELINQUENT ACCOUNT

If full payment on an invoice is not received by Marray within thirty (30) days of the Invoice Date, the account will become delinquent. A rebilling fee of 2% per month will be applied to the unpaid balance of all delinquent accounts. Terms may be changed to C.O.D. when the account becomes delinquent. Marray reserves the right to deny future credit on delinquent accounts. Marray may take any action permitted by law to collect full payment on a delinquent account, including, but not limited to, processing a draft against your bank account used as a reference to receive open account status with Marray. Customer agrees to pay, in addition to the balance due and the rebilling fee, all fees and costs incurred, including attorney's fees and court costs.

### GUARANTY

Customer guarantees to Marray the payment of all Customer's invoices. In addition to the total amount the account is delinquent, Customer agrees to pay any applicable rebilling fees, attorneys fees and court costs as enumerated in the above Paragraph, Delinquent Account. The liability and obligations of Customer hereunder are binding upon Customer and Customer's successors, transferees and assigns and inure to the benefit of and are enforceable by Marray and its successors, transferees and assigns.

### ACCEPTANCE OF ORDERS / QUOTATIONS

Possession of prices from Marray does not commit Marray to accept any order. Marray reserves the right to refuse any order and will not be bound to fill any order until it has been accepted by a representative of Marray and confirmed by a written acknowledgment. Quotations are valid for thirty (30) days following the date of the quotations.

### MINIMUM VOLUME POLICY

Marray reserves the right to decline or discontinue direct sales to any customer who does not meet an annual minimum sales requirement of \$2,500 in invoices purchases.

### ACKNOWLEDGEMENTS

An acknowledgement is an exact copy of a customer's order as entered by Marray and should be verified by the customer. If the acknowledgement does not agree with customer's understanding, Marray should be advised within three (3) days or the order will be billed as acknowledged. Marray's sales terms shall apply irrespective of any special stipulation appearing in customer orders, unless specifically acknowledged and accepted by Marray.

### RETURNS

Customers must advise Customer Service at Marray of merchandise to be returned and an RGA (Return Goods Authorization) will be issued. Goods returned without an RGA will not be accepted by Marray. Full credit against future purchases or replacements will be made at the option of Marray if its investigation reveals goods were shipped in error or are defective in workmanship or material. Otherwise, a restocking fee of not less than fifty (50%) percent or \$100.00 Net (whichever is greater) will be charged. All merchandise must be PREPAID AND PROPERLY PACKED. COD deliveries will be refused by Marray. Returned goods must be packed in original boxes. If product had been installed, it cannot be returned. No credit will be given for product not in original form unless, upon Marray inspection, product is found to be "defective." If product is returned as defective and found to be operational, product will be returned freight collect and no credit issued.

### MINIMUM CHARGE

No order will be invoiced for less than \$50.00 Net plus shipping charges.

### CHANGES OR CANCELLATIONS

When a special order is entered, no change can be made and the order is non-cancelable. Cancellation of items already packed for shipment will be removed if possible with a twenty-five (25%) percent restock charge. Special order items are those items not normally stocked and made to order.

### CLAIMS

Every possible care is taken in the final examination of packing of goods, and no complaints can be entertained unless made promptly on receipt of goods. No claim will be allowed for the work done by others, consequential damages, or other expenditure, and Marray's undertaking to repair or replace defective goods is its only liability. No claim for damages, shortage, or loss in transit will be considered unless noticed in writing is given to the carrier to Marray within ten (10) days of receipt of goods.

### BACK CHARGES

Marray is not responsible for, does not authorize, and will not accept charges for the cost of labor or material incurred by anyone other than Marray for any installation, repair, service or replacement unless incurred with Marray's prior written consent and agreement.

### FREIGHT CHARGES

FOB point is Mound House Nevada. Freight charges are prepaid and added to invoice. C.O.D. freight charges are paid by consignee. If invoice exceeds \$1000.00 Net, full surface freight (UPS or truck) within the continental USA is deductible, provided invoice is paid within terms. Air freight and other special shipments are not deductible.

### DISCONTINUANCE

Marray reserves the right to discontinue or change any price, product, design, function and finish without prior notice.

### FINISHES

Although Marray modifies products with the finest protective coatings, these coatings have their limitations, and in time may deteriorate from extremes of climate, frequency of use, perspiration, or other factors. Marray does not consider excessive wear or tarnishing of the finish as a result of any of the above conditions as a defect, but rather a normal process which cannot be avoided. Thus, Marray cannot guarantee product finishes and will not repair or replace finishes under this warranty.

### LIMITED WARRANTY

Marray, Inc., warrants that its products are free from defects in workmanship and material under normal use and service. Since Marray does not control product usage, Marray makes no representation as to the degree of security conveyed by the use of any product. This warranty does not cover defects or damage which occur from improper maintenance, improper storage, improper installation, shipping and handling, ordinary wear and tear, misuse, abuse, accident, unauthorized, service, work done by others or consequential damages. Marray will not pay for the cost of repair performed other than in accordance with this Warranty. Warranty work can only be preformed by Marray at the factory. Marray's only liability, in tort of contract, whether under this Warranty or otherwise, is limited to providing repair or replacement of any product or component part which is proven defective as covered by warranty, within one (1) year "power transfer hinges three (3) years" after delivery from Marray to the original purchaser. Written notice of a product or component part believed to be defective as covered by this Warranty should be sent to Marray, Inc. 52 Laxalt Drive, Mound House, NV 89706-7760, and should include claimant's name and address, identification of the product, invoice number and date, and a brief description of the defect. Upon receipt of such a notice, a Marray representative will contact claimant as to where to ship such product or component part, shipping charges prepaid, for examination and, in the event of such examination reveals a defect covered by this warranty, the product will be repaired or replaced. This Warranty is in lieu of all other express warranties. To the extent permitted by law, all implied warranties are limited to the duration of this warranty. Marray shall not be liable for any incidental or consequential damages. Some states do not allow limitations on how long and implied warranty last or the exclusion or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

### GOVERNING LAW / VENUE

The above shall be governed by and construed according to the laws of the State of Nevada and the Customer hereby submits to the jurisdiction of the courts of the County of Lyon, State of Nevada and agrees that the venue in any action concerning any provision of the above Terms & Conditions of Sale shall be in Lyon County, Nevada.