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| Bank & Trade References (continued) | |
| Trade: | Address: |
| Account #: | City, State, Zip |
| Contact Name: | Phone: |
| Trade: | Address: |
| Account #: | City, State, Zip |
| Contact Name: | Phone: |
| Trade: | Address: |
| Account #: | City, State, Zip |
| Contact Name: | Phone: |

Terms & Conditions

- Terms:** Robert I. Merrill Company's (RIMCO's) terms are net 30 days from invoice date.
- Prices:** Prices are subject to change without notice. Unless a price has been specifically quoted and confirmed prior to ordering, the price at time of shipment prevails.
- Taxes:** Applicable taxes and other government charges will be added according to current laws and regulations, unless buyer has furnished proof of exemption.
- Order Confirmation:** All orders placed with RIMCO, are confirmed with acknowledgments (i.e., Quotes, Proposals, Schedules). It is the customer's responsibility to verify the information on the acknowledgment (delivery schedule, quantity, sizes, product description) and notify RIMCO immediately of any discrepancies. RIMCO will make every effort to amend orders to reflect necessary changes; however, restocking fees may be charged.
- Shipments:** All prices are F.O.B. RIMCO unless otherwise specified in writing.
- Inspection:** Buyer shall inspect the goods upon delivery and note any obvious damage on the delivery receipt/bill-of-lading. Any concealed damages must be reported to RIMCO within 7 working days of delivery. Thereafter, all goods will be deemed irrevocably accepted. RIMCO assumes no liability for product damaged, broken or lost in transit by others. Recovery becomes the responsibility the consignee.
- Warranty Limitations:** The appropriate product warranty will be supplied and will be valid according to the terms of those warranties. RIMCO makes no other warranty, expressed or implied, regarding its products. This limited warranty does not extend to any product that have been subject to misuse, accident or improper storage, installation or application, to products that have been altered or repaired, to any labor charges or property damage for physical removal or replacement of the defective products.

8. **Jurisdiction & Venue:** The laws of the state of Utah shall apply to this agreement and to our relationship. The parties agree that only the courts in Salt Lake County, Utah shall have venue and jurisdiction over any controversy or other matter that arises in regard to this agreement or our relationship.

9. **Credit Report Authorization:** Applicant authorizes RIMCO to investigate its credit record consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq. Information concerning the amount of credit and repayment may be reported to one or more credit bureau organizations. If the applicant defaults, RIMCO will report the default to a credit bureau. This may significantly and adversely affect applicant's credit rating.

10. **Finance Charges:** If an invoice is past due, applicant agrees to pay RIMCO monthly FINANCE CHARGES of 1.5% (which is an annual rate of 18%) of outstanding balance due determined from invoice due date.

I DECLARE AND CERTIFY UNDER PENALTY OF PERJURY THAT ALL INFORMATION ON THIS FORM IS TRUE, COMPLETE, AND CORRECT. I AGREE TO MAKE TIMELY PAYMENT IN CONSIDERATION OF EXTENDED CREDIT. ANY ACCOUNT PAST DUE IS SUBJECT TO BE PLACED ON HOLD. IF AN INVOICE IS PAST DUE, I AGREE TO PAY ANY FINANCE CHARGES, COLLECTION FEES, AND/OR ATTORNEY'S FEES WHICH MAY BE INCURRED BY RIMCO IN COLLECTING OR ATTEMPTING TO COLLECT ON A PAST DUE ACCOUNT. I HAVE READ AND AGREE TO THE ABOVE TERMS OF THIS APPLICATION FOR CREDIT.

RETURNS

Written permission is required on all returns of special order merchandise.

A minimum 25% handling charge will be assessed on all merchandise that is accepted for return.

Corporate or Partnership Application

Signature of Company Officer

Full Printed Name

Date

Individual Application

Signature

Full Printed Name

Date

Personal Guaranty

GUARANTY EXTENDS TO ANY DEBTS OR OBLIGATIONS OWED TO RIMCO BY SUCH INDIVIDUALS OR TO ANY CLOSELY HELD COOPERATE ENTITY HEREAFTER FORMED BY APPLICANT TO SUCCEED AND/OR TO CARRY ON ALL OR PART OF APPLICANT'S BUSINESS. THIS GUARANTY SHALL REMAIN IN FORCE AND EFFECT UNTIL WRITTEN REVOCATION IS MADE BY THE UNDERSIGNED, AND SHALL COVER ANY AND ALL INDEBTEDNESS ALREADY EXTENDED TO APPLICANT'S BUSINESS.

Signature

Full Printed Name

Date

Robert I. Merrill
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Salt Lake City, Utah 84107

Phone 801.263.2700
Fax 801.263.2785

http://www.rimdoor.com/customers/forms_docs/docs/rim_creditapp.doc