

# Mag-Trol Associates, Inc.

708 Celis Street

San Fernando, Ca. 91340

Telephone: 818-361-5015 Fax: 818-361-1642

E-mail: ltm@magtrolsf.com

THANK YOU FOR YOUR INTEREST IN OPENING AN ACCOUNT AT MAG-TROL ASSOCIATES, INC. IN ORDER TO BEGIN PROCESSING YOUR CREDIT APPLICATION, THE FOLLOWING INFORMATION IS REQUIRED:

COMPLETED CREDIT APPLICATION

COMPLETED RESALE CARD, IF APPLICABLE

SIGNED TERMS AND CONDITIONS

COMPLETED BANK RELEASE

THESE FORMS ARE ON THE FOLLOWING PAGES, AVAILABLE FOR PRINTING. PLEASE FILL OUT THE FORMS AND MAIL OR FAX THEM TO US. ALL INFORMATION IS HANDLED CONFIDENTIALLY AND WILL BE PROCESSED THROUGH THE MAIL OR FAX.

FOR ANY INFORMATION REGARDING THE STATUS OF THIS APPLICATION, PLEASE CONTACT THE NEW ACCOUNTS DEPARTMENT.

**PLEASE ALLOW AT LEAST 10 WORKING DAYS FOR PROCESSING.**

OUR COMPANY POLICY REQUIRES THAT ALL FIRST ORDERS BE HANDLED ON A C.O.D. OR A CASH IN ADVANCE BASIS. FOR YOUR CONVENIENCE WE ACCEPT CASH, COMPANY CHECK, MASTERCARD OR VISA CARD.

THANK YOU FOR GIVING MAG-TROL AN OPPORTUNITY TO SERVE YOUR ELECTRICAL REQUIREMENTS. WE ARE LOOKING FORWARD TO A LONG LASTING BUSINESS RELATIONSHIP.

THANK YOU,

L. T. MENNILLO  
CREDIT DEPT.

# Mag-Trol Associates, Inc.

708 Celis Street

San Fernando, Ca. 91340

Telephone: 818-361-5015 Fax: 818-361-1642

E-mail: ltm@magtrolsf.com

PLEASE TYPE OR PRINT ALL ITEMS COMPLETELY

COMPANY NAME:		
BILL TO ADDRESS:		
CITY:	STATE:	NINE DIGIT ZIP CODE:
ACCOUNTS PAYABLE TELEPHONE:	ACCOUNTS PAYABLE FAX:	
SHIP TO ADDRESS:		
CITY:	STATE:	NINE DIGIT ZIP CODE:
TELEPHONE:	FAX:	
TYPE OF BUSINESS:	YEARS IN THIS BUSINESS:	
TAXABLE: YES                    NO	RESALE NUMBER: (PLEASE INCLUDE A RESALE CARD)	

PRESIDENT:	EXTENSION:	VICE PRESIDENT:	EXTENSION:
ACCOUNTS PAYABLE SUPERVISOR:	EXTENSION:	ACCOUNTS PAYABLE CLERK:	EXTENSION:

CHECKING ACCOUNT BANK:	ACCOUNT NUMBER:	
MAILING ADDRESS:		
CITY:	STATE:	NINE DIGIT ZIP CODE:
ACCOUNT EXECUTIVE:	TELEPHONE NUMBER:	FAX NUMBER:

THE UNDERSIGNED ATTESTS TO THE VALIDITY OF THIS INFORMATION AS IT PERTAINS TO THIS CREDIT APPLICATION. WE AGREE TO THE PAYMENT TERMS SET FORTH BY MAG-TROL ASSOCIATES, INC..

AUTHORIZED SIGNATURE:	TITLE:
PRINTED NAME:	DATE:

**ALL FIRST ORDERS WILL BE HANDLED ON A C.O.D. BASIS**

MOTOR CONTROL - RENEWAL PARTS - PROGRAMMABLE CONTROL

# Mag-Trol Associates, Inc.

Telephone: 818-361-5015 Fax: 818-361-1642

E-mail: ltm@magtrolsf.com

## TRADE REFERENCES

REFERENCE #1:		
MAILING ADDRESS:		
CITY:	STATE:	NINE DIGIT ZIP CODE:
TELEPHONE:	FAX:	

REFERENCE #2:		
BILL TO ADDRESS:		
CITY:	STATE:	NINE DIGIT ZIP CODE:
TELEPHONE:	FAX:	

REFERENCE #3:		
BILL TO ADDRESS:		
CITY:	STATE:	NINE DIGIT ZIP CODE:
TELEPHONE:	FAX:	

REFERENCE #4:		
BILL TO ADDRESS:		
CITY:	STATE:	NINE DIGIT ZIP CODE:
TELEPHONE:	FAX:	

ALL INFORMATION IS HANDLED CONFIDENTIALLY AND WILL BE PROCESSED VIA FAX AND MAIL. PLEASE ALLOW AT LEAST 10 WORKING DAYS FOR PROCESSING. FOR INFORMATION REGARDING THE STATUS OF THIS APPLICATION, PLEASE CONTACT THE NEW ACCOUNTS DEPARTMENT. THANK YOU FOR GIVING MAG-TROL ASSOCIATES, INC. AN OPPORTUNITY TO SERVE YOUR ELECTRICAL REQUIREMENTS. WE ARE LOOKING FORWARD TO A LONG LASTING BUSINESS RELATIONSHIP.

# Mag-Trol Associates, Inc.

Telephone: 818-361-5015 Fax: 818-361-1642

E-mail: ltm@magtrolsf.com

(The following section must be **READ, SIGNED** and **RETURNED** with the Credit Application.)

## TERMS AND CONDITIONS

- 1. GENERAL TERMS:** This is a memorandum of the terms and conditions of sale. Modifications, changes, additions, cancellations, or suspensions will not be binding unless accepted in writing. When your orders contain provisions inconsistent with the provisions of the invoice, ours shall prevail and any changes in quantities ordered are subject to price revisions if necessary.
- 2. TITLE AND RISK:** Unless otherwise specified in writing, the Seller retains title until payment is received by Seller. Irrespective of the provision, and of the provisions concerning prices and transportation charges, risk of loss or damage shall pass to Buyer or to any common contract carrier, as the case may be, whichever first occurs. If we assist Buyer in processing claims against carriers, we shall not incur any liability therefore.
- 3. DELAYS:** All estimates as to deliveries are based upon conditions prevailing at date of quotation and Seller will use his best efforts to meet the estimated delivery date. In the event that there are any delays in deliveries, the Seller shall not be liable therefore and the Buyer agrees to accept such deliveries when made by Seller. If the Seller is unable to deliver material for account of Buyer's orders or contracts for any of the following causes: inadequacy of labor, fuel, power, materials, facilities of supplies, strikes, lockouts, war, blockages or embargoes, acts or requirements of any State, or beyond reasonable control of the Seller, whether of a similar or different nature than the foregoing, the Seller may cancel the Buyer's order or contract with respect to such material without liability to either party.
- 4. CANCELLATION:** Orders shall not be cancelled except upon mutual agreement. Seller will not in any event agree to cancellation when special stock has been manufactured to order, or because of any price changes.
- 5. CREDIT POLICY:** Payments of each invoice whether or not such invoice covers the entire order, shall be made in accordance with the terms of payment which are effective on the actual date of invoice. Past due accounts are subject to an Administrative Late Charge of 1-1/2% per month. In the event that legal action is required for collection of past due monies, Buyer shall pay all attorney's fees and court costs.
- 6. ADEQUATE ASSURANCE OF PERFORMANCE:** If the Buyer fails to fulfill the terms of payment of any invoice or if the financial responsibility of the buyer shall become impaired or unsatisfactory to the Seller, or if necessitated by acts of any governmental authority, the Seller reserves the right to change terms of payment and/or deter or discontinue further shipments without prejudice to any other lawful remedy, until past due payments are made and satisfactory assurances of Buyer's credit standing are received by the Seller or until such acts or requirements of such governmental authority shall have been complied with. The Seller also reserves the right in the case of any of the foregoing events to cancel the contract, in which event the Buyer shall compensate the Seller for any commitments, obligations, expenditures, expenses and costs the Seller may have incurred in connection with the contract. Each shipment by the Seller shall be considered a separate transaction and if payment is not received therefore within the periods specified herein; the Seller may bring a separate suit to recover the contract price of each such shipment.

If any of the following events occur, Seller shall have the right to demand assurance from Buyer that payment in full will be made:

1. Buyer is delinquent in making payment hereunder for a period of 45 days.
2. Buyer fails to meet his obligations with his other suppliers as they occur.
3. A Writ of attachment or judgment is entered in any court of competent jurisdiction.

On written demand for assurance by Seller, Buyer shall, within five (5) days after receipt thereof, furnish, in amount sufficient to secure the full payment of the balance of any monies due hereunder on account of the purchase price, either penalty bond issued by a competent surety company. Or security or other liquid collateral to be held in escrow by an attorney at law as designated by Seller, to secure the payment of the purchase price as aforesaid.

- 7. SAMPLES:** When, as part of the condition of sale, samples are to be submitted for approval, approval of the samples is understood to mean that they are acceptable to you as is and is our authority to proceed with any production as released. Any changes in specifications after dies have been completed are subject to costs of charges necessary for extra tooling.

8. **BUYER'S INSPECTION DUTIES:** As soon as goods are delivered to Buyer, Buyer shall inspect the goods, whether or not the inspection of the goods is difficult due to size of the goods or manner of packaging of the goods. Notice in writing shall be given in five (5) days after receipt of goods of any defects or omissions. Failure to give written notice specifying in detail the objections of the Buyer, within five (5) days after receipt shall constitute irrevocable acceptance of the goods. Goods subject to complaint must be kept intact and protected until Seller has had a reasonable opportunity to inspect the goods and arrange for repair or replacement of the goods.

9. **LIMITATION OF DAMAGES OR BUYER'S REMEDIES:** The goods sold are warranted to be free from defect in material and workmanship for a period set forth by the manufacturer. NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, ARE MADE BY THE SELLER. SELLER HEREBY EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED. SINCE IN THE CASE OF CONSUMER PRODUCTS SOME STATES DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES OR THE EXCLUSION OF SPECIAL INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ONE OR MORE OF THE EXCLUSIONS MAY NOT APPLY TO CONSUMER PURCHASES LOCATED IN SUCH STATES.

Buyer's exclusive remedy on account of the furnishing of material that does not conform to this contract shall be, at Seller's option, to secure replacement thereof or payment of the claim (which shall not exceed the purchase price of goods in respect of which such claim is made); in no event shall Seller be liable for special, indirect, incidental or consequential damages.

10. **BUYER'S HOLD HARMLESS:** The Seller shall not be liable for infringement of any patents, domestic or foreign, arising out of use, installation or resale of material to be furnished under this proposal. If such material is manufactured or furnished by the Seller in accordance with the Buyer's instructions or specification, the Buyer will keep the Seller harmless from liability or expense of any nature or kind whatsoever based on or arising out of any claim for infringement of any patent, domestic or foreign.

11. **TAXES:** Quoted prices do not include tax. If we are required to pay or collect any tax, excise, duty or levy now or thereafter exacted or imposed by any governmental authority on the manufacture, sale, delivery, and/or use of any item delivered, an additional charge will be made therefore unless we are furnished with a proper exemption certificate in those cases where its use is authorized by law.

12. **LIMITATIONS OF SELLER'S RESPONSIBILITY:** Seller is a material supplier only, and not a building contractor. Seller is not responsible for architectural plans, job site or field measurements, costs of job site rework, cost of delay damages or other installation costs. No claims by Buyer for installation or removal costs of defective material will be honored by us, nor will claims for right to recover by securing substitute goods or any other special, consequential, or incidental damages.

13. **AUTHORITY OF SELLER'S AGENTS:** No agent, employee, or representative of Seller, has any authority to bind Seller to any affirmation, representation, or warrant concerning the goods sold, unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this writing, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.

14. **MODIFICATIONS:** These terms and conditions of sale can be modified or rescinded only by a writing signed by Seller.

15. **CONSTRUCTION AND VENUE:** This agreement shall be interpreted under the Uniform Commercial Code as adopted in the State of California and jurisdiction and venue for the resolution of any dispute arising from this agreement shall be in any judicial district in the County of Los Angeles as selected by Seller. The provisions of this agreement are severable. Unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

16. **SPECIAL CONDITIONS:** All returns require a return materials authorization number prior to return of merchandise. Any returns shipped without an R.M.A. number will be refused. Call your sales representative for an R.M.A. **There is a 25% restocking charge** for all returned merchandise. This restocking charge may be waived if there has been an error by us.

Please sign and return to: Mag-Trol Associates  
708 Celis Street  
San Fernando, Ca. 91340

We understand, acknowledge and accept Mag-Trol Associates, Inc. terms of sale and certify that the information given is true and correct.

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

# Mag-Trol Associates, Inc.

708 Celis Street

San Fernando, Ca. 91340

Telephone: 818-361-5015 Fax: 818-361-1642

E-mail: ltm@magtrolsf.com

## BANK RELEASE FORM

DATE: \_\_\_\_\_

NAME OF BANK: \_\_\_\_\_

IN ORDER TO COMPLETE YOUR CREDIT APPLICATION, WE NEED A SIGNATURE AUTHORIZING THE RELEASE OF BANK INFORMATION TO MAG-TROL ASSOCIATES, INC. PLEASE FILL OUT THE FORM AND SEND IT WITH YOUR CREDIT APPLICATION.

THANK YOU,

L.T. MENNILLO  
CREDIT DEPARTMENT

ACCOUNT NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_