

# MacAuthority <sup>TM</sup>

## Credit Application

2018 Lindell Ave, Nashville, TN 37203  
615.383.1010, fax: 615.383.1058

Requested Terms (check one)

COD-company check \_\_\_\_\_ Amount

Net 30 days open account \_\_\_\_\_ Amount

### CREDIT APPLICATION

<b>General Information</b>			
Company or Corporate Name (Exact Legal Name):		Doing Business As:	
Billing Address		City	State
Shipping Address (if more than one, attach separate list)		City	State
Telephone #:	Company Web/URL Address:	Account #:	Sales Rep. Name:
Type of Business: (check one) <input type="checkbox"/> C Corp <input type="checkbox"/> S Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietor	Accts Payable Contact _____ Phone # _____		
FEIN # _____ / _____ Date of Incorporation _____ State _____	Fax # _____ E-Mail _____		
Are you a <input type="checkbox"/> subsidiary or <input type="checkbox"/> division (if yes, check which)	Name of Controller _____ Phone # _____		
Parent Company Name: _____	Fax # _____ E-Mail _____		
Address: _____	Has this firm ever filed for bankruptcy? _____ (Y/N) If yes, please provide date, docket # and resolution, if any.		
City: _____ State: _____ Zip: _____	DUNS # _____		
Will the Parent Company guarantee debts? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you require that MacAuthority have a purchase order number from your Company before we accept an Order? _____ (Y/N)		
<b>Officers/Principals/Proprietor Information</b>			
(check one) <input type="checkbox"/> Principal <input type="checkbox"/> Partner <input type="checkbox"/> Proprietor			
Name: _____		Social Security # _____	
Home address: _____		Home phone: _____	
City: _____		State: _____ Zip: _____	
<b>Attachments</b>			
1. Bank Reference: One (1) reference including Bank name, Officer name, Address, Phone #, Fax #, Account # (s), Type of Account(s), and Date Opened.			
2. Credit References: Four (4) references from major suppliers. Please provide Supplier Name, Contact name, Phone #, Fax #, Address, and Account #.			
3. Financial Statements for the past two years.			
4. Resale Certificate: Current, signed resale certificate for all states to which you will be shipping or universal all state certificate.			
<b>Financial Authorization to Release Confidential Information</b>			
To Financial Institution:		From MacAuthority Customer:	
_____		_____	
_____		_____	
_____		_____	
ATTENTION: BOOKKEEPING DEPARTMENT/LOAN DEPARTMENT			
Please accept this as authorization to release the following information to MacAuthority for purpose of extending credit.			
Checking Account # _____		Savings Account # _____ Loan(s) # _____	
Authorized Signature _____		Date _____	

## MacAuthority

### Terms and Conditions of Sale

These terms and conditions of sale ("Terms and Conditions") apply to all sales of products and services ("Products") by MacAuthority, its subsidiaries and affiliates (the "Company") to you (the "Customer").

1. **Acceptance.** Customer will be deemed to have accepted the Terms and Conditions by sending a purchase order to the Company. The Company's acceptance of Customer's purchase order is conditioned upon Customer's acceptance of the Terms and Conditions. In the event that Customer's purchase order is deemed to be an offer, the Company's acknowledgment or performance of the purchase order is conditioned upon Customer's acceptance of the Terms and Conditions and the Customer's acceptance of delivery without objection to the Terms and Conditions constitutes acceptance of the Terms and Conditions.

2. **Order and Shipment.** Customer will order Products by sending the Company a complete purchase order, in a form acceptable to the Company. The Company may reject the purchase order for any reason. The Company will not be bound by any terms or conditions set forth in Customer's purchase orders, unless previously agreed to in writing.

Unless otherwise agreed in writing, delivery will be made in accordance with the Company's shipping policy on the date of shipment. All shipments of Products by the Company to Customer will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from the Company to Customer's identified delivery place will be the responsibility of Customer. Customer must notify the Company, by calling the Company's Customer Service Department within seven (7) days after delivery, of any claimed shortages or rejections and the Company must receive a notice in writing from Customer via mail or facsimile within fifteen (15) days of the claim. Failure to give such notice of a claim will be deemed an acceptance in full of any such delivery. Approval of any short shipment claim is in the Company's sole power and discretion. In the event that the Company grants the short shipment claim, the Company will replace the lost or damaged Product or issue a credit memo, in its sole discretion. In the event that the Company does not approve the claim, Customer will pay the total invoice.

3. **Price and Payment.** Prices for Products will be as set forth in the Company's then applicable price list or agreed pricing arrangements, which does not include applicable taxes, as defined herein, and shipping costs.

Payment is due thirty (30) days from date of the invoice, except that COD accounts are due upon delivery. All payments will be made in US currency. Customer will pay a late fee of one and one half percent (1.5%) per month on any outstanding balance owed, or the maximum amount permitted under applicable law. The Company reserves the right to withhold shipment of any part of an order or to require pre-payment for any given shipment if Customer does not make timely payment.

Customer will pay all applicable taxes, duties, licenses, excises and tariffs ("Taxes") levied upon the sale, purchase or delivery of the Products.

4. **Security Interest.** Customer grants the Company and the Company retains a purchase money security interest in the Products. Customer agrees to cooperate with the Company as may be required to record or perfect the Company's security interest. Lessee authorizes Lessor to file any such instrument, including but not limited to, any UCC Financing Statements, without Lessee's signature and, if the signature of Lessee is required thereon, Lessee irrevocably appoints Lessor as Lessee's attorney-in-fact to execute and file any such Financing Statement or other instrument in the name and on behalf of Lessee.

5. **Returns and Warranty Assistance Service.** Customer may return Products purchased from the Company and receive a credit up to the amount invoiced for the Product, subject to the following: (a) the Product is returned to the Company within thirty (30) days of the invoice date; (b) the list price of the Product has not decreased since its shipment; (c) the Product is new and unused; (d) the Product is in its original package, which has not been damaged or altered; and (e) the Company determines, in its sole judgment, that Customer is not in default of the Terms and Conditions or any other agreement between the parties. Products purchased from the Company that are determined to be defective within thirty (30) days of the invoice date, may be returned to the Company for assistance in processing a manufacturer's warranty, provided that the Product is covered by a manufacturer's warranty and the Company determines, in its sole judgment, that Customer is not in default of the Terms and Conditions or any other agreement between the parties.

Upon satisfaction of the foregoing, the Company will issue a return material authorization ("RMA"). All returned Products must be shipped by Customer FOB destination and received by the Company within fifteen (15) days of the date of issuance of the RMA. Notwithstanding the foregoing, the Company makes no warranty or representations regarding the Products. All other returns of Products are subject to the Company's prior approval and applicable fees.

6. **Credit Memos and Refunds.** Credit memos may be available to Customer pursuant to the Company's then applicable policies and programs which may include, without limitation, Product returns, co-op advertising, rebates and allowances ("Credit Memos"). Customer may apply Credit Memos to their Company account balance.

Refunds will be issued, upon request of Customer, only in the event of an overpayment. The Company reserves the right to apply any unused credits which are 60 days or older to the oldest outstanding invoice on the Customer's account.

7. **DISCLAIMER AND LIMITATION OF LIABILITY.** THE COMPANY MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY LOSS, DAMAGE OR COST FOR BREACH OF WARRANTY.

THE COMPANY WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY LOSS OF REVENUE, PROFIT, USE OF DATA, INTERRUPTION OF BUSINESS OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EVEN IF THE COMPANY HAS BEEN ADVISED OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, OR OTHERWISE. IN NO EVENT WILL THE COMPANY'S LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM.

8. **Export Restrictions.** Customer will obtain all licenses, permits and approvals required by any government and will comply with all applicable laws, rules, policies and procedures of the United States government. Customer will indemnify and hold harmless the Company for any violation or alleged violation by Customer of such laws, rules, policies or procedures.

9. **General.** These Terms and Conditions will be construed in accordance with the laws of Tennessee other than conflicts of law. CUSTOMER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE AND FEDERAL COURTS IN DAVIDSON COUNTY, TENNESSEE REGARDING ANY DISPUTES ARISING OUT OF THESE TERMS AND CONDITIONS. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms and Conditions. The failure of either party to insist upon strict performance of any of the provisions of the Terms and Conditions will not be deemed a waiver of any breach or default. Each of the parties represents that it has the authority to enter into and sign these Terms and Conditions. Any notice given to either party will be in writing and effective by transmission via facsimile and regular mail to the addresses indicated in the Credit Application or as advised in writing by the party. The Company will be entitled to receive all costs, including attorneys fees and costs, incurred as a result of enforcement of any provision hereof or collection of any sum due from Customer. If any provision of these Terms and Conditions are unenforceable as a matter of law, all other provisions will remain in effect. The Company may assign these Terms and Conditions. Customer may not assign these Terms and Conditions without the prior written approval of the Company. The Company will not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics and similar occurrences. These Terms and Conditions constitute the entire agreement between the parties as to the Sale of Products and supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings regarding the Sale of Products. The Terms and Conditions may be amended or modified only in writing, signed by both parties.

Acceptance

Customer warrants and represents that the information provided as part of this Credit Application is true and correct and acknowledges that the Company will rely on this information in determining financing terms for Customer, if any. Customer acknowledges acceptance of the Terms & Conditions of Sale.

Customer:

\_\_\_\_\_  
(Authorized Individual)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Freight & Insurance

All Shipments are FOB Origin. Please acknowledge your understanding of this policy in the designated area. You may elect to insure the product or you can contact your own insurance company to obtain an umbrella policy to cover you in the event product is damaged in shipment.

I understand that we will bear the responsibility and costs associated with all damages and losses and elect to waive the insurance.

I wish to insure this product and understand that I will be responsible for the associated costs of the insurance coverage.

\_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Date

GUARANTY OF PAYMENT

In order to induce MacAuthority to sell Products and Services ("Products") to the customer identified in the attached credit application and Terms and Conditions of Sale ("Customer"), the undersigned (individually and collectively referred to as "Guarantor"), jointly and severally (if applicable), Guarantees to MacAuthority, its subsidiaries and affiliates ("CMC") the prompt and unconditional performance and payment by Customer of any and all debts, obligations, liabilities and contracts for which the Customer is obligated, previously, now or hereafter, to MacAuthority ("Liabilities"). Guarantor's liability to MacAuthority is direct, unconditional and continuing and shall not be affected in any way by, and Guarantor consents to, extensions or modifications granted by MacAuthority to Customer and the release or compromise of any obligations of Customer or any other obligors or guarantors. This Guaranty is irrevocable and may not be terminated by Guarantor. MacAuthority may proceed against Guarantor without first proceeding against Customer or any other obligor or guarantor. Guarantor waives notice of acceptance of this Guaranty, presentment, demand and protests, notices of non-performance, contribution, amount of indebtedness and all other demands and notices required by law. Guarantor waives all right to assert all defenses, set-offs, cross claims and counterclaims. This Guaranty may not be assigned by Guarantor without MacAuthority's prior written consent. This Guaranty shall survive death, dissolution and insolvency and be binding upon Guarantor's successors and assigns. Any delay or failure of MacAuthority in exercising its rights under this Guaranty will not constitute a waiver. This Guaranty contains the entire agreement regarding the subject matter herein and may be amended only in writing signed by all parties. This Guaranty will be governed by and construed in accordance with the laws of the State of Tennessee, other than conflicts of law. The CUSTOMER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF ANY STATE AND FEDERAL COURT IN DAVIDSON COUNTY, TENNESSEE REGARDING ANY DISPUTES ARISING OUT OF THIS GUARANTY.

GUARANTOR:

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_