

# Mohawk Ltd.

## Credit Application & Customer Information

### BILL TO:

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Individual  Partnership  Corporation

Social Security or Federal ID# \_\_\_\_\_ Name of Owner/Officer \_\_\_\_\_

### SHIP TO:

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Address \_\_\_\_\_

City, State & Zip \_\_\_\_\_

County \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

### PAYMENT DETAILS:

Purchase Orders are Required for All Purchases.

Purchase Orders are NOT required for purchases made by:  Any Employee OR  if purchased by the following individuals: \_\_\_\_\_

Tax Exempt #: \_\_\_\_\_ **Fax Certificate to 315-737-8265 within 10 days.**

### PAYMENT TERMS REQUESTED:

COD

Net 30 Days – Please Indicate Amount of Credit Requested \$ \_\_\_\_\_

Credit Card  American Express  MasterCard  Visa

Keep Card Number \_\_\_\_\_ on File. Exp. Date \_\_\_\_\_.

Do Not Keep Card on File. Card number will be provided at time of each transaction.

### SPECIAL REQUIREMENTS:

Quote required. E-mail to \_\_\_\_\_, Fax to (\_\_\_\_\_) \_\_\_\_\_ or Phone to (\_\_\_\_\_) \_\_\_\_\_.

Other \_\_\_\_\_

### CREDIT INFORMATION:

Bank Name \_\_\_\_\_ Account Number \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### List Three Vendor References: \*Fax Numbers Are REQUIRED.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

### AUTHORIZATION:

In consideration of, and in order to induce you to establish an account with us, the undersigned promises to pay for purchases in accordance with Mohawk Ltd's Standard Terms and Conditions. If at any time, for any reason, the undersigned is unable to pay for items when due, the undersigned agrees to pay and authorizes Mohawk Ltd. to incur collection costs or institute suit to collect any such amount. In addition, we hereby authorize the above references to release any credit information requested by Mohawk Ltd. for the purpose of establishing an account

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### **MOHAWK LTD. USE ONLY**

New Customer

Change to Acct # \_\_\_\_\_

Rep # \_\_\_\_\_

Mgr Approval \_\_\_\_\_

## Standard Terms & Conditions of Sale

### New Accounts

A completed and signed credit application is required to establish a new account.

### Prices and Quotations

All prices and discounts are subject to change without notice. All invoices are based on prices in effect on the date of order unless previously agreed to in writing.

Quotations automatically expire, unless accepted within thirty (30) days from quote date, and are subject to termination by Mohawk Ltd. at any time prior to receipt and acceptance of Buyer's Purchase Order.

### Purchase Order Requirements

Purchase Orders should include: Purchase Order Number, complete "Ship To" address, complete "Bill To" address, date, item number, description, and quantity.

Purchase Orders should be mailed to Mohawk Ltd., PO Box 340, One Newell Lane, Chadwicks, NY 13319; faxed to 315-737-7347; or e-mailed to [info@mohawk ltd.com](mailto:info@mohawk ltd.com).

### Minimum Order

Contact your Mohawk Ltd. Customer Service Representative for any minimum purchase or repair amounts which apply to your order. When items ordered are purchased from manufacturers who require minimum orders, those minimums shall apply to your order.

### Cancellation of Orders

An order placed with and accepted by Mohawk Ltd. can be cancelled only with Mohawk Ltd.'s written consent and upon terms that indemnify Mohawk Ltd. against all resulting losses.

### Partial Shipments

Unless otherwise agreed to, Mohawk Ltd. may make and invoice for partial shipments.

### Seller's Right of Possession

In addition to all remedies Mohawk Ltd. may possess, Mohawk Ltd. shall have the right, at any time, for credit reasons or due to Buyer's default(s), to withhold shipments in whole or in part, to recall goods in transit, retake same, and repossess all goods which may be stored without the necessity of taking any other action. Buyer consents that all merchandise so recalled, retaken, or repossessed, shall become the absolute property of Mohawk Ltd. provided that Buyer is promptly notified of such action and is given full credit therefore.

### Delivery

Shipping dates provided by Mohawk Ltd. are approximate and are based on current lead times and available stocks. Mohawk Ltd. plans to ship on the scheduled date. If Buyer is not ready to accept shipment, Mohawk Ltd. must be notified at least 15 days prior to the shipping date or special handling charges may be incurred by Buyer. Material stored at Mohawk Ltd. at the request of the customer beyond the scheduled ship date will be insured by Mohawk Ltd. and costs of coverage will be billed to the customer at the time material ships.

Deliveries shall be subject to and contingent upon timely receipt of order by Mohawk Ltd. along with customer's qualification of credit requirements. Mohawk Ltd. shall not be liable for failure to meet required delivery when due to credit clearance requirements or causes beyond its control, including without limitation, unavailability of product from Mohawk Ltd.'s supplier, strikes or other labor difficulty, riot, war, fire, or delay or default of carrier.

### Shipping Terms

Unless specified otherwise, point of origin, method and routing of shipments are at the discretion of Mohawk Ltd. Deliveries are FOB place of shipment, prepay and add. Title to the goods or merchandise passes to the customer upon delivery to the carrier and risk of loss or damage during transit is upon the customer. When the carrier accepts a shipment from Mohawk Ltd. or one of its vendors, this acceptance shall be construed as proof of delivery of all items, boxes and cartons indicated on the bill of lading.

Should proof of delivery be required, contact your Mohawk Ltd. Customer Service Representative. If, in performing this service, the carrier charges Mohawk Ltd., this charge will be passed on to the Buyer. Replacement of material subsequently lost will be at Buyer's expense.

### Export Shipments

On shipments outside the continental United States, freight will be administered under the above policy. All special export packaging costs, etc. will be paid by the customer.

### Claims

Claims of faulty, incorrect or missing material within packages should be called to the attention of a Mohawk Ltd. Customer Service Representative within seven days of receipt of goods, and failure to make such a claim shall result in a waiver of any right to make any claim for such shortage.

Claims for concealed shipping damage must be filed with the carrier as soon as it is discovered. Buyer must initiate this action since ownership of the property passes to the Buyer from Mohawk Ltd. at the time the carrier accepts the shipment. If necessary and when requested, Mohawk Ltd.'s Customer Service Representatives will assist in filing claims.

When material is shipped by common carrier, it is the carrier's responsibility to deliver goods to the consignee's receiving dock. The consignee is responsible for special handling and moving the material to the appropriate storage area. The normal regulations governing common carriers and interstate commerce are applicable with respect to delivery issues.

Any Buyer who wishes to dispute delivery of merchandise may make written request upon Mohawk Ltd. for a copy of carrier's proof of delivery within 30 days from date of invoice. Failure by Buyer to request such proof of delivery within 30 day time period will result in a waiver of Buyer's right to raise the issue of delivery and thereafter delivery will be conclusively presumed.

### Payment Terms

Payment terms to domestic Buyers of satisfactory credit are NET 30 DAYS FROM DATE OF INVOICE. Delinquent invoices are subject to an interest charge of 1-1/2% per month until paid (or the legal maximum allowable in Buyer's state, whichever is less). Overdue and delinquent account balances are subject to being placed for collection and Buyer shall pay all expenses incurred, including collection fees, court costs and reasonable attorney's fees.

If in Mohawk Ltd.'s opinion the financial condition of the Buyer at any time does not justify continuance of the shipment on the terms of payment specified, Mohawk Ltd. reserves the right to require full or partial payment in advance.

### Taxes

All taxes applicable to products ordered shall be paid by the Buyer, or in lieu thereof, Buyer shall provide Mohawk Ltd. with a tax exemption certificate acceptable to the taxing authorities.

### Product Installation and Operation

Buyer assumes all responsibility for the proper selection, installation, operation and maintenance of the merchandise purchased. Mohawk Ltd. SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY CONSEQUENTIAL, CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES whatsoever, except as specifically set forth in the LIMITED WARRANTY below.

### Limited Warranty

The manufacturer's warranty will be passed on to the Buyer to the extent that such warranty is provided. In the event that Buyer discovers a product to be defective, Mohawk Ltd. will assist the buyer in notifying the manufacturer of such defect and reserves the right to take such other action as Mohawk Ltd. deems appropriate. Mohawk Ltd. MAKES NO EXPRESS AND/OR IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE (except as to title) other than those expressly set forth above, and in no event does Mohawk Ltd. assume, nor shall it be liable for CONSEQUENTIAL OR SPECIAL damages, or for installation, adjustment or other expenses whether direct or indirect. No waiver, alteration or modification of the foregoing conditions shall be valid unless made in writing and signed by an officer of Mohawk Ltd.

### Returned Materials

No product or equipment of any kind will be accepted for return unless that product is in warranty, in an undamaged, saleable condition, in its original package and complete with all parts and manuals.

No product or equipment of any kind may be returned without prior agreement and specific shipping instructions from Mohawk Ltd. With Mohawk Ltd.'s return authorization system, you can receive a return authorization number and shipping instructions by calling your account representative. Mohawk Ltd. cannot accept any responsibility for material returned without authorization. Do not return material without a Return Material Authorization number. All materials must conform to the authorization request or they will be returned as unauthorized.

All return shipments must be made prepaid. Mohawk Ltd.'s authorization to return material expires thirty days from date of issue. For stocked material, credit will be issued after the material has been received and inspected. For non-stocked material, credit will be issued when credit is received from the manufacturer.

When material is received in damaged condition and on-site repair is unfeasible, the merchandise should be returned as above after appropriate claim action is initiated with the carrier. Material will be repaired or replaced on a separate order and invoiced separately for your use in processing claim with carrier.

### Restock Charge

An appropriate restock charge will be assessed upon the return of products if the request is NOT due to defective material, vendor shipping or packaging error, or Mohawk Ltd. error.

### Governing Laws

Any contract with Mohawk Ltd. shall be construed under the laws of and by the courts of the State of New York where Mohawk Ltd. accepted the Buyer's order.

All orders are subject to the Standard Terms and Conditions of Sale.