

# Acknowledgement of Receipt of Conditions of Sale and Terms of Payment

Date \_\_\_\_\_

\_\_\_\_\_  
Name of corporation, partnership, or proprietorship

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone

BUYER, in consideration of obtaining purchases on credit from KAMCO SUPPLY CORP OF NEW ENGLAND, do hereby agree to the following terms and conditions.

1. Payments for goods, wares and merchandise shall be 1% 10<sup>th</sup> Prox Net 11<sup>th</sup> from the date on the invoice.
2. A service charge of one and one half percent per month on the unpaid balance will be made on the outstanding balance of all accounts 30 days past due. Should the rate exceed the maximum rate that is lawful under the circumstances, that the maximum rate shall apply.
3. In the event that this debt is turned over to an attorney for collection, the corporation or partnership and the individual guarantors agree to pay an attorney's fee equal to one third of the balance of principal and interest owing, plus all other costs and expenses of collections.
4. No modification of this agreement will be binding upon parties unless in writing and signed by them.
5. You are obligated to check materials delivered against our delivery receipt. If the delivery receipts fails to properly list the items and quantities you requested, you MUST call us within 48 hours to advise of the following:
  - a) quantity discrepancy
  - b) improper goods delivered
  - c) items listed but not delivered
  - d) damaged or defective merchandise

You must ALSO notify us in writing within (5) days of any of the above problems.

6. Our responsibility for this merchandise is limited to the warranties of the manufacturers who produced it, WE OFFER NO ADDITIONAL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY RELEVANT TO ITS SUITABILITY FOR ANY PARTICULAR PURPOSE OR USE. Copies of these warranties are available upon request.
7. Merchandise made to a customer's specifications, or of special manufacture, or reordered especially for the customer, is sold subject to the condition that such order is non-cancelable.
8. The annexed credit application and personal guarantee are made by the executed for the purpose of obtaining credit, the undersigned hereby represents that to the best of their knowledge and belief, the statement contained herein are in all respects true, correct and complete.
9. A charge of fifteen percent will be made for all materials returned. All returns must be in merchantable condition, in the same packaging and/or wrapper condition as when delivery thereof was made by us, or for your account.
10. Customer agrees to have agent and facilities available to accept all deliveries of merchandise pursuant to orders placed with vendor, for shipment to customer's office, warehouse, job sited, or any other designated location. Customer shall take full responsibility for freight, demurrage, hold-over, and similar charges arising out of, connected with, or relating to customer's failure to fulfill its obligations under the terms of the clause--regardless of the origin of the shipment or the cosigner.
11. Customer shall hold vendor harmless in all actions, proceedings, and litigations arising out of charges brought against manufacturer(s) whose products are sold by vendor.
12. The customer agrees to waive trial by jury in any action, proceeding, counterclaim brought by either party hereto, of any matter arising out of or in any way hereto, or in any way connected with, or pertaining to this sale or the installation, use, or other disposition of the merchandise sold herein, or any claim for injury or damages arising therefrom.
13. Buyer irrevocably authorizes Kamco Supply Corp. of New England to provide any necessary endorsement of Buyer, its agents, successors and assigns in connection with any joint payment agreement.
14. In the event Buyer becomes insolvent, is the subject of any insolvency proceeding, has any property placed in the control of any custodian, or if Kamco Supply Corp. of New England believes that the prospect of payment by the Buyer is impaired for any reason, then the Buyer authorizes Kamco Supply Corp. of New England to obtain payment directly from any entity which owes Buyer any monies for any reason, for all amount due Kamco Supply Corp. of New England from Buyer.
15. Buyer waives all rights of homestead exemption in its real estate and relinquished all rights of courtesy and dower in its real estate.
16. Any facsimile received by Kamco from the customer or sent to the customer above by Kamco, represents an original document and an original signature. These include, but are not limited to: a credit application, personal guarantee, acknowledgement of receipt of conditions of sale and terms of payment, invoices, etc.
17. The rights of the vendor are not limited to the above.

By \_\_\_\_\_

Signature

Title

\_\_\_\_\_  
Print Name