

## **R.W. Martin Company Credit Terms and Conditions**

In consideration for credit being extended, I/we acknowledge and agree to the following:

1. Payment is jointly, severally, and unconditionally guaranteed within 15 DAYS of the invoice date.
2. The terms and conditions of sale are as stated on the face of all Quotations and Invoices.
3. No goods may be returned, and no credit will be issued for returned goods without the RW Martin Company Return Goods Authorization.
4. Any account having an unpaid balance 60 days past due or older will be placed on C.O.D. basis. The account cannot be placed on an open credit basis again without approval from a corporate officer.
5. Any charges still outstanding after 90 DAYS from date of invoice are subject to collection and all collection or arbitration expenses, attorney's fees, and court costs will be borne by Purchaser.
6. The Goods will remain the property of Martin and title thereto shall not vest in the Purchaser until the entire purchase price is paid. Furthermore, the Goods shall remain personal property and not become part of any real estate notwithstanding the attachment of such Goods to any real estate.
7. All claims, requests for adjustments or notification of errors must be made within 15 CALENDAR DAYS from date of invoice, or charges are considered accepted.
8. Credit privileges may be withdrawn at any time without invalidating the terms of this agreement.

**Unconditional Guaranty.** The Unconditional Guaranty is a primary, original and immediate obligation of each Guarantor and is an absolute, unconditional, continuing and irrevocable guaranty of payment and performance shall remain in full force and effect until the full, final and indefeasible payment in cash of the Guaranteed Obligations.