

TERMS & CONDITIONS

1. I/we authorize Marks Metal Technology to investigate the references listed pertaining to my/our credit and financial responsibility, and authorize the Applicant's bank and trade suppliers to furnish all financial information requested by Marks Metal Technology in connection with this application for credit.
2. All invoices must be paid in full within 30 days of the invoice days or the account will be considered past due. Marks Metal Technology shall have the option of assessing a past due account with finance charge of 1.5% per month on past due balances if not paid by the due date.
3. If any portion of an account is referred to a collection agency or an attorney for collection, Applicant shall pay reasonable collection costs and attorney's fees and costs for such collection, and if suit or action is filed, such attorney's fees and costs as shall be fixed by the trial court, as well as on appeal, if any.
4. Any of the terms and provisions of any order by Applicant (or buyer), which are inconsistent with the terms and conditions hereof shall not be binding on Marks Metal Technology, and shall not be considered applicable to the sale or shipment of any items by Marks Metal Technology unless expressly agreed to in writing signed by an officer of Marks Metal Technology.
5. The Applicant (or buyer) will be responsible for all applicable sales taxes.
6. I, the undersigned, warrant that all statements and information given are true and accurate.

Company (Applicant): _____

Print Name: _____

Title: _____

Signature: _____

Date: _____



◆◆ PERSONAL GUARANTEE ◆◆

In consideration of Marks Metal Technology making any sales on credit to _____, herein referred to as "Buyer", any subsidiaries of Buyer, or any corporations related to Buyer through common ownership, the undersigned Guarantors hereby each individually guarantee, unconditionally, the payment of any and all sums hereafter owing by Buyer to Marks Metal Technology, by reason of such sales, as well as finance charges, interest charges, or any other sums due Marks Metal Technology, by Buyer, waive notice of default and of all defenses of sureties other than substantive defenses available to Buyer, and agree that any bankruptcy, receivership or other insolvency preceding of Buyer shall not affect Guarantor's obligations hereunder, and further agree that as to each Guarantor, this Guaranty shall be binding as to all credit advanced to Buyer or all obligations incurred by Buyer prior to Marks Metal Technology, receiving written notice of termination of this Guarantee. If this Guarantee is placed in the hands of a collection agency or an attorney for collection, the Guarantors promise and agree to pay the reasonable attorney's fees and collections costs of Marks Metal Technology, and if suit or actions is filed hereon, also promise to pay (1) Marks Metal Technology's collections costs and reasonable attorney's fees to be fixed by the trial court; and (2) if any appeal is taken from the decision of the trial court, such further sum as may be fixed by the appellate court.

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: _____

Guarantors