

**New Customer Information Form**

Company Information	
<b>Bill To</b> Legal Business Name: _____ DBA if Different: _____ Contact Name: _____ Address: _____ City, State, Zip: _____ Phone: _____ Fax: _____ Email: _____ Business Type: Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Federal ID #: _____ Tax Exempt: No <input type="checkbox"/> Yes <input type="checkbox"/> Exempt form must be supplied. Website: _____ Name of Officer/Owner: _____ AP Contact: _____ AP Contact Phone/Email: _____	<b>Ship To</b> Company Name: _____ Contact Name: _____ Address: _____ City, State, Zip: _____ County: _____ Phone: _____ Fax: _____ Email: _____ Payment Method: Credit Card Yes <input type="checkbox"/> No <input type="checkbox"/> Contact for Credit Card: _____ PO Required: Yes <input type="checkbox"/> No <input type="checkbox"/> Quote Required Before Repair: Yes <input type="checkbox"/> No <input type="checkbox"/> Special Requirements: _____
Credit Information	
<b>Parent/Affiliated Company if Applicable</b> Company Name: _____ DBA if Different: _____ Contact: _____ Address: _____ City, State, Zip: _____ Phone: _____	<b>Bank Information</b> Bank Name: _____ Account Number: _____ Contact: _____ Address: _____ City, State, Zip: _____ Phone: _____ Fax: _____
<input type="checkbox"/> <b>Attach at least three credit references with Company Name, Address, Phone, Fax, and Email.</b> We declare that the above information is true, correct and complete and is given to induce Mohawk Ltd. to extend credit. We authorize Mohawk Ltd. to make such credit investigation as Mohawk Ltd. sees fit, including contacting the above trade references and banks and obtaining credit reports. We authorize all trade references, banks and credit reporting agencies to disclose to Mohawk Ltd. any and all information concerning the financial and credit history of my company.	
<input type="checkbox"/> <b>I have read the statement above and the Standard Terms and Conditions of Sale on the next page and agree to all.</b>	
Printed Name: _____	Title: _____
Authorized Signature: <u>  X  </u> _____	Date: _____
Mohawk Ltd. Use Only	
Rep #: _____	Customer ID: _____
Market: _____	Credit Limit Approved: _____
Contract Terms: _____	Terms: _____
Contract/PO: _____	Credit Dept. Approval: _____
Sales Manager Approval: _____	

Return this form via Fax to 315-737-7347  
 Respond via E-mail to sender or to [info@mohawk ltd.com](mailto:info@mohawk ltd.com)

**Mailing Address:** PO Box 340 • Chadwicks, NY 13319  
**Shipping Address:** 3500 Bleachery Place • Chadwicks, NY 13319  
 315-737-7328 • 1-800-225-6642 • Fax 315-737-7347

## Standard Terms & Conditions of Sale

### 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@mohawkLtd.com](mailto:info@mohawkLtd.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. **Customized product orders cannot be cancelled.**

### 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.

### 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 a 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 1.75% 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.

### 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.