

Credit Account Application

Sales terms and conditions on reverse side



Company Name _____ Date ____ / ____ / ____

Owners Name _____ Email Address _____

Name of Person to Contact Regarding Purchase Orders/Invoice Payments _____

Phone Number _____ FAX Number _____

Address (Bill To) _____

City _____ State _____ ZIP _____

Address (Ship To - Please include other ship to addresses on separate sheet) _____

City _____ State _____ ZIP _____

Corporation _____ Partnership _____ Limited Partnership _____ Individual _____ Nonprofit _____

No. of Years at this Location _____ Federal I.D. # _____ SSN# _____

Name/Home Address of Individual Owner or Partners **or** Name, Title and Phone of Corporate Officers _____

Bank Reference _____

Account Number, Contact and Phone Number _____

Trade References: Company Name, Address and Phone Number _____

Profile:

Hearing Aid Specialist _____ Audiologist _____ Medical Specialist _____ Other (specify) _____

License No. # _____ Date of License ____ / ____ / ____ No. of Years in the Hearing Field _____

I/We certify that all the information on this form is correct; and that I/We fully understand your credit terms (see order information) and agree to the proper payment in consideration of extended credit. I/We authorize MICRO-TECH to contact any source necessary to determine my/our credit and financial responsibility. I/We understand and agree that by entering into this agreement to do business under a credit situation. I/We are transacting business in the State of Minnesota by use of credit granted by MICRO-TECH and in making purchases from MICRO-TECH. The transactions between the undersigned and MICRO-TECH would therefore be governed by rules and procedures of the Minnesota Courts and under Minnesota Statutes.

Date ____ / ____ / ____ Signature(s) 1 _____ Signature(s) 2 _____

Personal Guaranty: For and in consideration of MICRO-TECH extending credit at my request to the above listed company. I/We do hereby personally guarantee to MICRO-TECH the payment at MICRO-TECH's facility in the State of Minnesota, any obligation of the company whenever the company shall fail to pay same. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the company. I/We do hereby waive notice of default, no-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed.

Date ____ / ____ / ____ Signature(s) 1 _____ Signature(s) 2 _____

Additional Sales Terms and Conditions



1. Warranty

- (a) For a period of 1 year on hearing aids and for a period of 90 days on parts, from the date of shipment, MICRO-TECH warrants that its MICRO-TECH products function within the specifications, conditions and limitations published by MICRO-TECH and will be free from defects in material or workmanship. MICRO-TECH's liability under this warranty is expressly limited to correction within a reasonable time, using MICRO-TECH's best efforts, of any defects and to the repair or replacement of any parts of the product which are defective in material or workmanship, provided such defective parts are returned to MICRO-TECH.
- (b) MICRO-TECH shall not be liable for any special, indirect, incidental or consequential damages. The remedies set forth herein are exclusive and the liability of MICRO-TECH with respect to any products or anything done in connection therewith, whether in contract or tort, under any warranty or otherwise, shall not under any circumstances exceed the actual price for the product paid to MICRO-TECH less the value of any component parts of any systems which may be retained and utilized by Purchaser.
- (c) **This warranty is in lieu of all warranties of merchantability, fitness for particular purpose or other warranties, expressed or implied.**
- (d) No employee or representative of MICRO-TECH, except an officer of MICRO-TECH is authorized to change this warranty in any way or to grant any other warranty. Any change made in this warranty or any further warranty granted by a MICRO-TECH officer shall be effective only if in writing and signed by such officer. Purchaser agrees to hold MICRO-TECH harmless from any warranty claims by Purchaser except as provided in this agreement.

2. Orders

Orders are not final until accepted at MICRO-TECH's office in Minnesota.

3. Payment Terms

Unless otherwise specified, payment in full is due within 30 days of invoice date. Any account not paid in full within 30 days shall be considered delinquent. The unpaid balance over 60 days shall accrue interest at a rate equal to the lesser of 18% per annum or the maximum rate permitted by law.

4. Failure to Pay

Time is of the essence with this agreement and it is mutually agreed that in the event Purchaser fails to comply with the terms of this agreement, then MICRO-TECH may, at its option, set off against any amount payable by MICRO-TECH any delinquent payment, including interest; and take legal action to recover any delinquent payment, including interest. Purchaser agrees to pay MICRO-TECH's reasonable attorney fees, expenses and costs incurred to recover delinquent payments.

5. Title

Title to the items purchased remains with MICRO-TECH until any payment check has cleared and the invoice is paid in full.

6. Merger

This writing is the entire, complete and exclusive agreement between the parties. No modification, waiver or discharge of this agreement or any of its terms shall be binding upon MICRO-TECH unless in writing and signed by an authorized representative of MICRO-TECH.

7. Choice of Law

This agreement shall be governed by the laws of the State of Minnesota.