



Welcome

Dear Applicant/Customer:

We're glad you have an interest in conducting business with Marlite. To initiate your request, please review the following list of requirements:

Credit Terms: Marlite reviews requests for credit terms based on receipt of a completed/signed Credit Application returned to:

Marlite	
Attn: Credit Department	Phone 330-343-6621
202 Harger St	Fax 330-364-2930
Dover,OH 44622	Email credit@marlite.com

Note: Prior to placement of order, Marlite requires sufficient time (1-3 day est) to complete its credit term review/decision.

Marlite, at it's sole, absolute and exclusive discretion & determination, extends credit terms contingent on an Applicant/ Customer's credit worthiness. As such, Marlite states & reserves its right to approve, deny, continue, alter or discontinue credit terms with Applicant/Customer, at any time & for whatever reason(s), with or without prior notification.

Marlite is strictly a supplier of material; not a contractor. As such, Marlite does not accept payment delays due to customer's non-receipt of payment from their customer/job, or partial payment based on retainage. If credit terms are denied or discontinued, Marlite will attempt to offer Applicant/Customer alternative payment options.

If Customer's account becomes past due, and Marlite, a collection agency and/or an attorney seeks to collect such past due amounts, then in addition to the amount past due, Customer shall pay to Marlite all collection costs, attorney's fees repossession fees, court costs, and any other costs or fees incurred by Marlite in order to recover past due amounts owed by the Customer, together with interest at the maximum rate allowed by law.

Orders: Marlite processes orders based on established credit terms & contingent on:

- Accurate/complete Purchase Order/Backup
- Manufacturing & Shipping schedules
- Material availability
- Compliant credit/payment history

Claims: Customers claiming credit due (i.e. defects, damages, shortages) must provide written documentation supporting their claim. If no claim documentation is received, Marlite & Customer agree job has been accepted as is, and as such, no further credit claims will be allowed. Customers deducting claims without prior approval from Marlite is unauthorized.

Quotations: Quotations not accepted by customer within 60 days from issuance date are subject to change or cancellation.

Sales Tax: All taxes levied by any governmental entity are the sole responsibility of Applicant/Customer. Amounts due for taxes will be added to customer's invoice unless a valid resale certificate, or proof of tax exempt status, is on file with Marlite.

Marlite is a leading manufacturer & distributor of specialty interior wall & retail merchandising systems for over 70 years, providing products to distinct commercial markets & retail chains on a worldwide basis. Our customers include architects, interior designers, contractors, distributors & owners.

For more information about **Marlite** products & programs, visit our website marlite.com or contact one of our locations:

Address	City	State	Zip Code	Phone	Fax
202 Harger St	Dover	OH	44622	330-343-6621	330-343-7296
351 NE 185th St	Miami	FL	33179	305-653-6511	305-653-6089
516 Great Southwest Pkwy N	Arlington	TX	76011-5439	817-385-0549	817-652-2642
15120 Marquardt Ave	Santa Fe Springs	CA	90670	562-926-7208	562-926-7308

Marlite values mutually beneficial business relationships with its customers. If we can be of further assistance, please call.

Company Information

Company Name _____	AP Contact _____	Fed ID No _____
Address _____	Telephone _____	Duns No _____
City _____	Fax _____	Yr Start _____
State/Province _____	Email _____	Yr Sales _____
Zip Code _____	<u>Receive Invoicing Via</u>	Mth Purch _____
Telephone _____	<input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	<u>Business Type</u>
Fax _____	<input type="checkbox"/> Tax Exempt (<i>include Certificate</i>)	<input type="checkbox"/> Corp <input type="checkbox"/> Part <input type="checkbox"/> Prop

Bank Reference

Check box to attached pre-typed References

Trade Reference

Bank Name _____
Address _____
City _____
State/Province _____
Zip Code _____
Telephone _____
Fax _____
Check/Saving No _____

Trade Name _____
Address _____
City _____
State/Province _____
Zip Code _____
Telephone _____
Fax _____
Account No _____

Trade Reference

Trade Name _____
Address _____
City _____
State/Province _____
Zip Code _____
Telephone _____
Fax _____
Account No _____

Trade Reference

Trade Name _____
Address _____
City _____
State/Province _____
Zip Code _____
Telephone _____
Fax _____
Account No _____

Authorized Signature

Print Name _____	<p>* By signing Credit Application, I hereby certify (authorize) as an authorized agent of Company:</p> <ol style="list-style-type: none"> All information contained herein is complete & accurate. Read, understand & agree with Marlite's Welcome Letter and Terms & Conditions. Financial responsibility to remit payment within Credit Terms. Bank & Trade References to release information to Marlite for purpose of establishing a credit line.
Title _____	
Signature * _____	
Date _____ <input type="checkbox"/> Check box to sign electronically	

1. PRICE: All prices are subject to change by Marlite at any time and from time-to-time. All prices quoted are exclusive of transportation, insurance, state and local use, sales property (ad valorem) and similar taxes, excises or charges which may be levied, imposed or charged against Marlite (whether by Federal, State, Municipal, or other authority) on account of, or upon the sale by Marlite to Buyer of Marlite's products. Buyer agrees to pay such taxes, and when applicable such taxes will appear as separate items on Marlite's invoice(s). Unless otherwise stated, all prices quoted are exclusive of installation and service. All prices quoted are exclusive of special order charges related to minimum order size and non standard order quantities. Orders of less than \$35 are subject to a minimum charge of \$15. All shipments of less than standard lift quantities are subject to a palletizing charge. All orders are subject to final approval and acceptance by Marlite through an authorized representative at Dover, Ohio and are not binding on Marlite unless and until so approved and accepted.

2. PAYMENT TERMS: Products will be invoiced upon shipment. If shipment is delayed by Buyer, Buyer will nevertheless be invoiced by the date when Marlite is prepared to make shipment. Unless otherwise stated in writing by Marlite, Buyer shall pay all invoices within thirty (30) days from the date of invoice to Post Office Box 6010 Hermitage, PA 16148-1010. If Buyer requests a shipment to be delayed, Marlite shall, at its discretion, charge Buyer and Buyer shall be responsible for and pay to Marlite the reasonable storage charges related to the delayed shipment. If any shipment of products is delayed by Buyer for more than ninety (90) days after the invoice date, Marlite may, at its discretion and upon notice to the Buyer, dispose of such products at Buyer's sole cost and expense. Disposal of such products, as provided above, shall not relieve Buyer of its obligations to pay for all products invoiced to Buyer by Marlite. In the event that payment is not made when due, Buyer agrees to pay Marlite interest at the rate of 1.5% per month (18% per annum), or such lesser maximum amount allowed by law, on any unpaid invoice from and after the due date. Any exchange charges for checks returned for non-sufficient funds will be the responsibility of Buyer and charged to its account. If, during the performance hereof, the financial responsibility or condition of Buyer is such that Marlite, in good faith deems itself insecure, or if Buyer becomes insolvent, or if a material change in ownership of the Buyer occurs or if Buyer fails to make any payments in accordance with the terms hereof, then in any such event, Marlite shall not be obligated to continue to performance under contract and may stop products in transit and defer or decline to make any delivery hereunder except upon the receipt of satisfactory security or cash payment in advance, or Marlite may terminate the order without further obligation to Buyer whatsoever.

3. INVOICE DISPUTES: All disputes as to amount(s) invoiced hereunder shall be made in writing to the following address: Marlite, Inc., Attention CFO, 202 Harger Street, Dover, Ohio 44622. Payments which are intended by the Buyer to represent "payment in full" for goods sold, and which are less than the amount shown on the invoice as being due, shall be sent to the above address. If said "payment in full" check is not made to the above address, then pursuant to Ohio Revised Code Section 1303.40, the acceptance of said check will not act as a discharge of the remaining balance due under this order. Buyer shall pay to Marlite, at Marlite's billing address, all amounts that it does not dispute and nothing therein shall be construed to relieve Buyer from paying to Marlite any such amounts which it does not dispute. The acceptance of said payment will not act as a discharge of the remaining disputed balance.

4. DELIVERY AND FREIGHT: All shipments are subject to Marlite's availability schedule. Marlite will make every reasonable effort to meet any delivery date(s). However, Marlite will not be liable for its failure to meet the quoted delivery date(s) or any delay in performance hereunder due to unforeseen circumstances or causes beyond its control, including but not limited to, acts of God, fires, floods, strikes, or other work stoppages, catastrophes, work conditions, riots, labor, material and which render performance or timely delivery difficult or impossible. All products shall be packed for shipment and storage in accordance with standard commercial practices and, all such packing and storage in accordance with standard commercial practices and, all such packing will conform to the requirements of the carrier or shipper. Marlite reserves the right to determine the shipping location and type or carrier or shipper on all shipments. Title to the products and risk of loss and damage shall pass to Buyer upon delivery to a common carrier and, if there be no common carrier, upon delivery to Buyer. All prices are F.O.B. shipping point unless otherwise agreed in writing and Buyer agrees to pay all shipping and transportation charges. Shipping charges must be paid freight collect upon delivery or prepaid to Marlite and added to the price prior to shipment. Any applicable freight allowances are contingent upon prior written notice agreed to by Marlite. All claims for loss or damage in transit must be filled by Buyer with the carrier or shipper. Marlite will give reasonable assistance to Buyer in collecting loss and damage claims from carrier and shippers by furnishing duplicate invoices, affidavits showing counts when loaded, method of loading, etc. Buyer should, in all cases, immediately report any loss and/or damage to carrier and request inspection in case of damage. On loss claims, Buyer should secure car seal numbers or a signed exemption report from the carrier.

5. EFFECT OF ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS OF BUYER: Marlite's Terms and Conditions of Sale as contained herein and any attachments hereto shall take precedence over any additional or different terms and conditions of Buyer and constitute the entire understanding between parties relating to the products purchased hereunder. ACCEPTANCE BY BUYER IS LIMITED TO MARLITE'S TERMS AND CONDITIONS AND BUYER, UPON PLACING AN ORDER FOR ANY PRODUCTS QUOTED BY MARLITE, AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. Any additional or different terms and conditions contained in Buyer's purchase order or response to Marlite's quotation shall not be effective or binding unless specifically consented to in writing by Marlite. Neither Marlite's commencement of performance or delivery shall be deemed or construed as acceptance of Buyer's additional terms and conditions.

6. MARLITE'S WARRANTY AND LIMITATIONS THEREON: Marlite warrants only at the time of shipment, the products sold hereunder will be as described in the order and that said products are free from defects in material and workmanship for a period of thirty (30) days from the date of delivery. THE FOREGOING WARRANTY IS EXCLUSIVE AND LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, AGREEMENTS, CONDITIONS OR REPRESENTATIONS MADE BY ANY PERSON WITH RESPECT TO THE PRODUCTS COVERED BY THIS ORDER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. Marlite's liability on account of any warranty or claims of any kind shall be limited to the repair or replacement of the products in question, F.O.B. Marlite's shipping point or, at Marlite's sole option, a credit to the Buyer of the purchase price paid toward any future product purchases from Marlite. IN NO CASE WILL MARLITE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM A BREACH OF WARRANTY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE OF THE PRODUCT, LOSS OF TIME, INCONVENIENCE, INJURY (INCLUDING DEATH TO ANY PERSON), LOSS OR DAMAGE TO PERSON OR PROPERTY, COMMERCIAL LOSS, LOSS OF PROFITS, LIABILITIES OF BUYER TO ITS CUSTOMER OR THIRD PERSONS OR OTHER MATTERS NOT SPECIFICALLY STATED, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

7. NOTICE OF CLAIM: In case of a claim by Buyer against Marlite for a defect in the products or a breach of warranty with respect thereto, Buyer must notify Marlite in writing of the alleged breach within a reasonable time, which Buyer agrees must be within forty (40) days from receipt of shipment. Said notice shall give a full basis for the claim and include a sample illustrating the alleged defect. Marlite shall have sixty (60) days from date of receipt of such notice to inspect or repair or replace the defective material if the claim is allowed. Under no circumstances are the products to be returned to Marlite unless Buyer has received Marlite's written instruction to do so. Furthermore, Buyer shall have no right to deduct the amount of any claim from Marlite's invoice unless and until the claim is allowed by Marlite or adjudicated by proper authority.

8. LIMITATION OF ACTIONS: It is expressly agreed that any action for breach of warranty or other action against Marlite under this contract shall be commenced within one (1) year and a day after such cause of action has accrued.

9. RESTRICTIONS ON BUYER'S RESALE OF PRODUCTS: Buyer agrees that in connection with the resale of any Marlite brand products other than downgrade products, it will make no warranties or representations concerning Marlite's products other than Marlite's express written warranty as stated in paragraph 5 above. Buyer agrees to make no warranties or representations with respect to downgrade products. Buyer agrees to indemnify Marlite against any and all liability arising from the resale and/or application of Marlite brand products by the Buyer, his employees, agents or representatives.

10. RETURNED PRODUCTS: Products shall not be returned to Marlite unless prior approval is obtained in writing. Returned products must be in salable condition and in original cartons and will be subject to a restocking charge. All returned materials will be shipped prepaid.

11. CANCELLATION: An order once placed with and accepted by Marlite can be cancelled only with Marlite's consent in writing and upon terms that will indemnify Marlite against loss.

12. MARLITE'S PROPERTY: Unless otherwise agreed in writing, all personal property used to manufacture, assemble or otherwise make or process any goods delivered to Buyer, including but not limited to tools, jigs, fixtures and dies shall remain Marlite's property and are retained in Marlite's possession regardless of any charges to Buyer to cover part or all of the cost of the same.

13. PATENTS: In addition to other remedies afforded Marlite, Buyer shall hold Marlite harmless from, and release and not make a claim or file a suit against Marlite because of any suits, claims, losses, expenses (including reasonable attorney fees), or other liability made against or suffered by, Buyer arising from any claim of, or infringement of any patent, copyright, trademark or other proprietary right, at common law or otherwise, or claim of unfair trade or unfair competition resulting from, or occasioned by Buyer's use, possession, sale or delivery of the goods or services sold to Buyer by Marlite under private label instructions of Buyer or in accordance to specifications provided to Marlite by Buyer.

14. MISCELLANEOUS: The provisions of any contract resulting from quotation or acceptance shall be construed and applied in accordance with the laws of the state of Ohio and shall be deemed to be between merchants. The parties further agree that any dispute relating to the products sold hereunder shall be subjected to the exclusive jurisdiction of the Courts of the State of Ohio. Any notices required to be given in writing at the address of each party set forth in the quotation, acceptance or purchase agreement, or such other address as either party may substitute by written notice to the other. Any attempt to assign or transfer any of the rights, duties or obligations hereunder shall render such attempt to assign or transfer null and void. Marlite's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. The terms and conditions contained herein or in Marlite's quotation or proposal attached hereto, if any, shall constitute the entire and complete agreement between Marlite and Buyer and shall supersede all prior oral or written statements or understandings of any kind whatsoever made by the parties of their representatives. No statement subsequent to the acceptance of this order by Marlite which purports to modify said terms and conditions (including purchase order terms and conditions) shall be binding unless consented to in writing by a duly authorized agent or representative of Marlite. Should any of the terms and conditions contained herein or in Marlite's quotation or proposal be held to be invalid, illegal, unenforceable, then only such provisions shall fail and the remainder of the terms and conditions will remain in full force and effect.