

**MDI**[®]38271 W. Twelve Mile Road, Farmington Hills, MI 48331
1-800-228-8925 / FAX: 1-248-488-5700

Credit Application

Applicant Information

Company _____ Contact Name _____
 Address _____
 City _____ State _____ Zip _____
 Phone No. (_____) _____ (Extension) _____ FAX No. (_____) _____

Credit Information

1 Bank _____ Account No. _____
 Branch Address _____
 City _____ State _____ Zip _____
 Branch Phone No. (_____) _____ FAX No. (_____) _____

2 Company _____
 Address _____
 City _____ State _____ Zip _____
 Phone No. (_____) _____ FAX No. (_____) _____

3 Company _____
 Address _____
 City _____ State _____ Zip _____
 Phone No. (_____) _____ FAX No. (_____) _____

4 Company _____
 Address _____
 City _____ State _____ Zip _____
 Phone No. (_____) _____ FAX No. (_____) _____

Terms & Conditions of Sale

- Payment Terms** - Payment of the invoice to credit-approved customers is due 30 days from the date of the invoice. Late payment is subject to a time-price differential of 1-1/2% per month. Shipping charges will be added to total amount of order.
- Collection Costs** - In the event MDI finds it necessary to pursue collection of any amount due from Customer, Customer agrees to pay all costs of such collection including, but not limited to, collection agency, and legal fees and expenses.
- Delivery/Freight** - Orders of \$50 or less delivered to any one location are subject to a \$10 surcharge. All shipments are F.O.B. MDI's plant. Title and risk of loss and damage shall pass from MDI to Customer upon delivery of the products to the freight carrier. Customer is responsible for the costs of transportation. MDI is not responsible for delays caused by circumstances beyond its control.
- Return of Stock Items** - MDI must receive returns within 30 days of the purchase order ship date. The return must be accompanied by a written authorization number that customer may receive by calling MDI. Customer is subject to a 20% restocking charge on returns of nondefective merchandise. Customer must pay for return freight charges. Returns shipped collect will be refused. *Note: MDI will not accept returns on custom items, unless defective.*
- Shortages** - Customer must make claims on shortages within 5 days of the day of delivery.
- Credit** - MDI reserves the right to change credit terms based on the credit worthiness of Customer. MDI may terminate the undelivered portion of any order in the event that Customer is delinquent in its payments to MDI, or Customer's credit worthiness is unacceptable to MDI.
- Changes** - MDI may change the prices, terms and conditions at any time, without notice to Customer.
- Assignment Void** - Customer may not assign its obligations under its purchase orders with MDI without the prior written consent of MDI.
- Choice of Law/Jurisdiction** - Claims and disputes between the parties will be construed in accordance with and governed by the substantive laws of the State of Michigan without reference to the conflict of laws rules. Any legal proceeding between the parties must be conducted in a State of Michigan court in Oakland County, Michigan, or in the Federal District Court for the Eastern District of Michigan, Southern Division.

- Nondisclosure of Confidential Information** - Customer agrees not to disclose confidential information revealed to it by MDI.
- Taxes** - Customer is responsible for any sales, use or other similar taxes assessed on this transaction. These taxes are not included in the price of the product. Customer will promptly pay MDI for any taxes that MDI pays on Customer's behalf.
- Warranties**
 - All products are sold with the requirement that CUSTOMER WILL DETERMINE THE SUITABILITY OF EACH PRODUCT FOR ITS INTENDED PURPOSE.
 - MDI warrants that products sold to Customer shall be free from defects in material and workmanship for a period of one year from the date of sale.
 - WARRANTY CLAIMS MUST BE DELIVERED TO MDI IN WRITING WITHIN 30 DAYS OF DISCOVERY; BUT IN ANY EVENT, WITHIN THE WARRANTY PERIOD SPECIFIED.
 - AT MDI'S OPTION, ANY SUCH DEFECTIVE PRODUCTS BROUGHT TO MDI'S ATTENTION WITHIN SAID PERIOD WILL BE REPLACED; OR NECESSARY PARTS WILL BE FURNISHED AND A REASONABLE ALLOWANCE FOR LABOR, AS DETERMINED BY MDI, WILL BE MADE; OR THE PRODUCT WILL BE REPAIRED, WITHOUT COST (EXCEPT SHIPPING COST); OR PURCHASE PRICE WILL BE REFUNDED.
 - THE FOREGOING SHALL BE CUSTOMER'S SOLE REMEDIES FOR THE BREACH OF WARRANTY.
 - EXCEPT AS PROVIDED ABOVE, MDI DOES NOT GRANT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED USE.
- Damages** - Under no circumstances will MDI be liable for incidental, consequential or special damages, including, but not limited to, lost profits.
- Indemnification** - Customer agrees to indemnify MDI for any liabilities that MDI incurs as a result of the negligence or intentional acts of Customer.
- Future Orders** - These Terms & Conditions of Sale govern any future orders placed by Customer with MDI. However, if a future order is covered by further terms and conditions provided by MDI, those additional terms and conditions will apply to the extent of any inconsistency.
- Entire Agreement** - MDI's acceptance of Customer's Purchase Order limits the terms and conditions of the agreement to the Terms & Conditions of Sale stated herein. Additional or different terms proposed by customer are void unless expressly agreed to in writing by MDI.

On behalf of the applicant noted above, I authorize the release of credit information to MDI, and agree to the above Terms & Conditions of Sale.

Signature _____ Date _____

Print Name _____