



6005 North 100 West \* P.O. Box 219 \* Redmond, UT 84652  
Phone: (435) 529-7402 \* Fax: (435) 529-7486

**ACCOUNT AGREEMENT AND TERMS OF SALE**

1. Terms of Sale. Buyer agrees to pay each invoice within 30 days of the invoice date. If payment by Buyer has not been made by the 30<sup>th</sup> day following the invoice date, Buyer has breached this agreement. In the event of breach, Buyer agrees to pay a finance charge of 1.5% per month (18% per year) from the date of breach until paid on each overdue invoice.
2. Limited Warranty and Limitation of Liability. Seller warrants for a period of 60 days from date of delivery to the original customer that the products (the “goods”) are free from unreasonable defects, damages and shortages. Upon Buyer’s written claim, at Seller’s sole option, will replace or refund at the selling price any defective, damaged or shorted goods. Written claims for any defects made by Buyer must be received by Seller at the headquarters in Redmond, Utah within 60 days of delivery of these goods by Seller. Failure to file a claim within this 60-day period is an irrevocable acceptance of the goods and an admission that these goods met all specifications. ALL IMPLIED WARRANTIES ARE LIMITED TO DURATION OF THIS EXPRESS WARRANTY. SELLER’S LIABILITY AND BUYER’S DAMAGES ARE LIMITED TO THE SALE PRICE OF THE DEFECTIVE, DAMAGED, OR SHORTED GOODS.
3. Delivery. Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. from Seller’s plant.
4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah without giving effect to the conflicts of law rules of such state.
5. Jurisdiction and Venue. The Buyer hereby irrevocably consents to the jurisdiction and venue of the federal and state courts residing in Salt Lake City, Salt Lake County, Utah for the resolution of any disputes arising under, or out of this Agreement, and in respect of the transactions contemplated hereby and thereby.
6. Miscellaneous. If any dispute arises between the parties concerning enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs through appeal. This agreement can only be modified in writing, signed by both parties. This Agreement supersedes any prior and contemporaneous oral agreements.

I certify that all statements in the credit application are true and correct. All purchases made by Seller to Buyer are governed by the terms in this Agreement

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name