



New Account Setup Form

Date: _____

CUSTOMER NAME & ADDRESS

Sold / Ship To (If more than one ship-to address, please attach separate sheet.)

Account Name: _____
Street: _____ Telephone: (_____) _____
City: _____ State: _____ Zip: _____ Fax Number: (_____) _____

Corporate Bill To (Complete if invoice is not mailed to Sold/Ship To address OR invoice is mailed to P.O. Box.)

Account Name: _____ Telephone #: (_____) _____
Street: _____ City: _____
County: _____ State: _____ Zip: _____ Fax Number: (_____) _____

Accounts Payable

Name: _____
Phone: (_____) _____ Email: _____
How does this person prefer to be invoiced? ☐ USPS ☐ Email

Tax Reporting (Tax number alone is not valid - Tax Exemption Certificate must be attached.)

Tax Number: _____

AGREEMENT

This account setup form must be completed, returned and on file as a condition to maintain an open account. I certify that all the above information is correct, and I have read and agreed to your terms and conditions of sale as well as all other information on your policy statement.

Printed Name

Title

Signature

Date

For Internal Use

Credit Limit \$: _____ Terms: _____
Sales Rep: _____ Approval Date: _____
Signature of Financial Manager: _____ Signature of Credit Rep: _____



ACCOUNT AND ORDERING TERMS AND CONDITIONS

Products / Sales / Pricing: Malta Dynamics, LLC may change or discontinue the sale of any product at any time. Prices are always subject to change without any prior notice. You are solely responsible for all taxes, levies, duties, or fees applicable to your product purchase. Catalog and or quoted prices do not include taxes. All prices are F.O.B. Malta Dynamics Malta, OH, USA. Specifications listed in the Product Catalog and online are approximate and not exact. Malta Dynamics reserves the right to make changes or modifications to the product line when necessary without prior notice.

Order Placement / Acknowledgement: Malta Dynamics, LLC requires that all orders be submitted in writing to avoid errors and/or duplication. Orders will be acknowledged via email or fax within 24 hours of purchase order receipts. If you do not receive an order confirmation (acknowledgement) within 24 hours, please contact us. Please check acknowledgement for errors immediately upon receipt. It is the customer's responsibility to double-check the order and inform Malta Dynamics, LLC immediately of any errors or omissions.

Order Changes / Cancellations: Our order confirmation is final and binding. Any change or cancellation for standard, stock items can only be accepted before the order has shipped, and must be acknowledged in writing. Any changes or cancellations for Special Orders must be submitted in writing before the order goes into production. If production has begun, the account will be responsible for the entire invoice amount of the order that is cancelled.

Payment Terms / Credit: All orders are subject to established credit terms and are to be paid within the specified time period after date of invoice. For all custom fabrication (non-standard items and finishes), orders of more than \$5,000 for will require a 50% deposit regardless of past credit. Malta Dynamics, LLC reserves the right to change its deposit requirements at any time. All payments shall be made in US dollars. You may not make any deductions or offsets against amounts due to us. Finance charges of 1.5% per month will be added to all invoices more than 15 days past due. In the event that an account is delinquent and actions are taken to resolve the matter are not acknowledged within 45 days past due, customer agrees to pay Malta Dynamics, LLC's reasonable attorney's fees and collection costs in reference to past due amount. Malta Dynamics, LLC reserves the right to revoke credit at our discretion. Customer agrees to notify Malta Dynamics, LLC within ten (10) days of receipt of invoice of any issues with billing or items purchased/received. Failure to notify Malta Dynamics, LLC signifies total acceptance and responsibility for prompt payment of invoice.

Shipping / Freight: In some cases customer specific terms may include a Free Freight Allowance (FFA). Orders meeting this requirement will be shipped at the seller's expense* via ground transit (typically 4-5 day). *some heavy equipment does not qualify for FFA. All prices are F.O.B. Malta Dynamics, LLC, Malta, OH, USA. Otherwise, all freight and shipping charges are the sole responsibility of the customer. Orders that are not picked up at Malta Dynamics, LLC will be shipped Best Way at the discretion of Malta Dynamics, LLC unless otherwise indicated on the purchase order.



Picking-Up Orders: Order can be picked up at Malta Dynamics, LLC during our normal business hours. Arrangements can be made for pick up outside of business hours for special situations. All pickups must be scheduled with customer service 24 hours in advance of your pick up.

Returns & Exchanges: A Return Merchandise Authorization (RMA) must be issued by Malta Dynamics, LLC prior to returning merchandise. No merchandise may be returned to Malta Dynamics, LLC without our written consent and shipping instructions. Malta Dynamics, LLC must be notified in writing as to the reason for the return. Once the return is approved, a written Return Merchandise Authorization (RMA) will be issued. No returns will be accepted without a written and approved RMA. Unauthorized returns will be returned freight collect. All returns must be received within thirty (30) days of purchase, in unused condition, and are subject to a 25% restocking charge. Some fees may be waived if returns are offset with an order. Custom items cannot be returned.

Freight Damage / Claims: Our products are carefully inspected and packed before they are shipped. Malta Dynamics, LLC is not responsible for damage incurred during shipment. Should you receive items that are visibly damaged, you must note as such on the bill of lading before signing it. Refuse shipments that are damaged. Concealed damage must be reported within 10 calendar days from receipt of the order. Take pictures of the damaged product and call the carrier to report the damage and schedule an inspection. Retain damaged items and packaging at the original receiving location, unaltered and unused. Call Customer Support for assistance with filing a freight claim. Written details as to the extent of the damage and/or photos will be required. Malta Dynamics, LLC is not responsible for concealed damage or shipments that have not followed these procedures.

SELLER NON-PERFORMANCE/LIMITATION OF LIABILITY

Malta Dynamics, LLC shall not be held liable for delay or failure of delivery due to strikes and/or acts of war, riot, fire, acts of nature, or compliance with government regulations, or any subsequent damages or losses caused by any failure on our part to produce and/or deliver an order correctly or in a timely fashion, regardless of whether such failure is the fault of Malta Dynamics, LLC. CUSTOMER'S SOLE REMEDY UNDER MALTA DYNAMICS'S WARRANTY IS THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCT.

Customer will supply Malta Dynamics, LLC with a written and executed purchase order for all orders.

Defaults: Malta Dynamics, LLC may cancel any accepted purchase orders or delay any shipments, if Customer fails to meet payment schedules or other credit or financial requirements, or if Customer is otherwise in breach of these Terms or any purchase order.