

WE HAVE MOVED!!!! 4156 Danvers Court SE Suite C Grand Rapids, MI 49512 616-459-2602 517-485-3732 info@midwestairfil.com

NEW CUSTOMER FORM (MICHIGAN)

COMPANY NAM	ME:				
BILL TO MAILIN	NG ADDRESS:				
CITY			STATEZIP		
SHIP TO ADDR	ESS:				
CITY			STATE ZIP		
CONTACT PER	RSON #1		PHONE:		
E-MAIL ADDRE	SS:		FAX:		
CONTACT PER	SON #2		PHONE:		
E-MAIL ADDRE	SS:		FAX:		
RECEIVING HO	OURS:	PL	IRHASE ORDER REQUIRED: YES	NO	
ACCOUNTS PA	YABLE:		PHONE:		
E-MAIL ADDRE	SS:		FAX:		
Send	my INVOICE via the e-mail add	dress listed above			
Send	my INVOICE via the fax number	er listed above			
By signing belo	ow, you are giving consent to	o Midwest Air Filter, Inc. to	o distribute your invoice via fax/e-ma	ail:	
Authorized Sig	nature			Date	
Title_					
SALES TAX S	TATUS: MICHIGAN: TAX	(ABLE EXEMPT _	(Please attach exemption of	certificate)	
(Check Reaso	n) Resale N1	Non-Profit N3	Governmental N4		
	trial Processing N5				
FEDERAL ID #_		STATE SAL	ES TAX NUMBER		
Statements are	e issued upon request, please	e contact <u>AR@midwestair</u>	fil.com		
Please forward	requests for electronic payn	nent information to AR@n	nidwestairfil.com		
Please fill out o	completely and return or fax	to our Midwest branch ab	ove.		
		For MWAF Us	e Only		
Entered by:	Date Entered:	Customer #:	Salesperson:	F: Y / N	



Please provide 3 credit references below:

Company name	Phone	
Address	Fax	
City, State ZIP Code	E-mail	
Company name	Phone	
Address	Fax	
City, State ZIP Code	E-mail	
Company name	Phone	
Address	Fax	
City, State ZIP Code	E-mail	

TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale apply and govern all purchases, sales and transactions (hereinafter "**Transaction**") between _____ (hereinafter "**Purchaser**") and Midwest Air Filter, Inc. (hereinafter "**Company**").

- 1. ACCEPTANCE OF TERMS. Purchaser acknowledges that he/she has read and agrees to all Terms and Conditions of Sale (hereinafter the "Company's Terms and Conditions"). If the Purchaser has submitted a New Customer Form, the terms and conditions contained therein are incorporated herein as if fully set forth herein. NO TERMS OR CONDITIONS HEREIN OR IN THE NEW CUSTOMER FORM MAY BE CHANGED EXCEPT BY WRITTEN CONSENT OF EITHER AN OFFICER OR THE MANAGER OF CREDIT SERVICES OF COMPANY. ANY COUNTER OFFERS WITH TERMS AND/OR CONDITIONS DIFFERENT FROM THE COMPANY TERMS AND CONDITIONS ARE EXPRESSLY REJECTED. Company's performance, the sale of any product or good by Company, and the Transaction are all expressly conditioned upon Purchaser's assent to the Company Terms and Conditions. The acceptance of delivery by Purchaser of Company's goods, shall constitute a course of conduct constituting Purchaser's agreement of the Company Terms and Conditions.
- 2. TERMS OF PAYMENT. All Transactions between Purchaser and Company shall be reflected in invoices from Company to Purchaser, and all such invoices shall be governed in accordance with the Company Terms and Conditions. All amounts reflected due and owing on any invoice shall be due and payable in cash or check within thirty (30) days of the date contained on any invoice. All invoices which are not paid within thirty (30) days, and credit accounts which are delinquent, shall be assessed a service charge of 1 1/2 % (or the highest legal rate under applicable state law) for each month any invoice is not paid or the account is delinquent. No contractor or other discounts apply unless expressly set forth on the face of any invoice. Any sales taxes will be reflected on the invoice and added to the total purchase price, but no quotes from Company shall contain any taxes. In the event the Purchaser disputes any amount due and owing on any invoice, the Purchaser must provide a detailed written objection to Company no later than ten (10) days after Company's issuance of the invoice. The Purchaser's failure to provide a detailed written objection to Company within ten (10) days of the issuance of Company's invoice shall result in a waiver of all claims and objections related to Company's invoice.
- 3. TERMS OF DELIVERY. All Transactions are F.O.B Company's warehouse. The risk of loss of goods, in the event of a breach or otherwise, passes to the Purchaser once the goods leave Company's warehouse. Transportation charges will be charged on the invoice as freight and handling. Transportation charges in all other cases will be paid by the Purchaser directly to the carrier.
- 4. SHORTAGES. Shortage claims will not be considered unless made in writing within ten (10) days of the Purchaser's receipt of the goods. Freight shortage claims must be filed with the carrier.
- 5. PRODUCTS NOT MANUFACTURED BY COMPANY. Purchaser understands and agrees all products and goods are not manufactured by Company, and Company makes no implied warranties, including any warranties of merchantability or fitness for particular purpose.
- 6. COMPLIANCE WITH LAW. Purchaser shall comply with all applicable federal, state, and local laws, regulations and ordinances regarding use of the goods or products and shall indemnify and hold harmless Company from and against any and all claims of violations of laws or regulations or other claims of personal injury or property damages directly or indirectly related to the installation, maintenance, or operation of the goods or products.
- 7. NO WARRANTY. Company disclaims any and all representations and warranties in connection with the goods and/or products, express or implied, as to any matter whatsoever, including without limitation warranties of merchantability and fitness. Purchaser agrees to accept the goods and/or products "as is" and "with all faults." Company neither assumes nor authorizes any entity to assume for it any other obligation with respect to the goods and/or products. As described in paragraph 10 below, Company shall not be liable for special, consequential or incidental damages in any claim, action, suit or proceeding arising under this limited warranty. Except as specifically provided in this paragraph, the Purchaser hereby releases Company from all other costs, demands, claims and liabilities related to the any defective product or good.
- 8. FORCE MAJEURE. Company shall not be liable for any expenses, liabilities, losses, or damages resulting from any delay or prevention of performance caused by fires; floods; Acts of God; strikes; labor disputes; labor shortages; lack of or reasonable inability to obtain materials, fuel, supplies, or equipment; riots; thefts; accidents; transportation delays; an act or failure to act by the government; a major equipment breakdown; or any other cause beyond the reasonable control of Company.
- 9. **DISCLAIMER OF DAMAGES FOR IMPROPER USE.** Company shall not be responsible for damage to its products, or damage caused by its products, resulting from improper installation, maintenance, unintended use or attempts to operate such products beyond their capacity, intentionally or otherwise, or any unauthorized repair of its product.
- 10. NO CONSEQUENTIAL DAMAGES. Purchaser expressly agrees that in no event will Company be liable, whether arising under contract, tort (including negligence), strict liability, any statutory remedy, or any other cause of action whatsoever, for labor costs, loss of anticipated profits or goodwill, loss by reason of plant shutdown, non-operation or increased expense of operation, service interruption, cost of purchase or

- replacement power, claims of customers, cost of money, loss of use or capital or revenue, fines or penalties assessed. The Purchaser shall indemnify and defend Company from any and all claims, demands and liabilities arising out the Company Terms and Conditions, it being expressly agreed Company shall have no liability except as specifically set forth in the Company Terms and Conditions.
- 11. LIMITATION OF LIABILITY. PURCHASER EXPRESSLY AGREES COMPANY'S CUMULATIVE MAXIMUM LIABILITY UNDER THE TRANSACTION AND/OR COMPANY'S TERMS AND CONDITIONS ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUASI-CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ANY OTHER STATUTORY REMEDY, BREACH OF WARRANTY, OR ANY OTHER CAUSE OR FORM OF ACTION WHATSOEVER WILL NOT EXCEED THE PURCHASE PRICE REFLECTED ON THE INVOICE WHICH GAVE RISE TO PURCHASER'S CLAIM, IT BEING EXPRESSLY AGREED AND UNDERSTOOD COMPANY'S MAXIMUM LIABILITY TO THE PURCHASER SHALL NOT BE GREATER THAN THE AMOUNT THE PURCHASER PAID COMPANY FOR THE PRODUCT OR GOOD.
- 12. PRODUCT APPLICATIONS. All information, recommendations and suggestions made by Company, if any, are based upon tests and data believed to be reliable. However, it is Purchaser's sole responsibility to determine the suitability of Company's products for each application. Company does not accept responsibility for the accuracy of the information contained in its website or provided by any salesman. Company reserves the right to change the prices at any time and without notice to the Purchaser or other customers.
- 13. Breach and Remedies. Any failure by the Purchaser to tender full payment when due, or any wrongful rejection or repudiations of Company's Terms and Conditions shall constitute a material breach, and shall entitle Company to pursue any or all of its remedies under the Uniform Commercial Code and applicable state law. Company's remedies are cumulative and shall include without limitation: (a) withholding delivery of products; (b) stopping delivery by the carrier; (c) reselling the products and recovering damages; (d) recovering damages for non-acceptance and/or nonpayment; (e) cancelling this agreement; and, (f) reclaiming delivered products. Any failure to timely pay any invoice from Company entity shall be deemed a material default, which shall entitle Company to withhold performance on any other project.
- 14. NO WAIVER. Any delay or failure by Company to enforce or pursue any or all of its remedies upon a breach by Purchaser shall not be construed as a waiver of Company's rights under the Company Terms and Conditions or applicable state law. Any waiver of Company's rights or claims under this agreement must in writing signed by Company and given in exchange for valuable consideration.
- 15. **ASSIGNMENT AND DELEGATION.** No right or interest under the Company Terms and Conditions may be assigned by either party without the written consent of the other party. No duty or obligation under this agreement may be delegated by either party without the written consent of the other party. Any assignment or delegation not consented to in writing is void.
- 16. ENTIRE AGREEMENT. The Company Terms and Conditions set forth herein and Company's New Customer Form, if applicable, constitute the entire agreement between Purchaser and Company and supersede any prior or contemporaneous representations, quotes, representations or agreements, written or oral. No additional oral or written terms, including any attempts by Purchaser to modify the Company Terms and Conditions or any other document relating to this sale, shall become a part of the Company Terms and Conditions without the express written consent of Company.
- 17. **SEVERABILITY.** If any part of The Company Terms and Conditions are deemed unenforceable for any reason, only the offending provision shall be stricken, and the remainder of the Company Terms and Conditions shall remain in full force and effect.
- 18. GOVERNING LAW. The Company Terms and Conditions shall be construed under and controlled in all respects by the law of the State of Michigan, without regard to any conflicts of law principles. Purchaser agrees that personal jurisdiction and venue shall lie in the county in which the distributing warehouse, from which Purchaser made any purchase, is located.
- 19. **HEADINGS.** All headings are organization devices only. They are not intended by the parties to have any legal import.
- 20. ATTORNEY FEES. In the event that any action or proceeding is brought to enforce Company's rights under or arising from the Company Terms and Conditions, Company shall be entitled to its actual attorneys' fees and court costs, plus service charges at 1 ½% per month, interest and a time/price differential capable of making Company whole following Purchaser's actions and/or inactions.

PERSONAL GUARANTY

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the undersigned PERSONALLY, UNCONDITIONALLY, ABSOLUTELY and IRREVOCABLY guarantees to MIDWEST AIR FILTER, INC. (hereafter "COMPANY") the prompt payment of all amounts due from the above named Purchaser to COMPANY, as well as the full, faithful and prompt performance of all obligations from Purchaser to COMPANY. It is understood and agreed the undersigned shall be jointly and severally liable for all indebtedness and obligations owed from Purchaser to COMPANY. If default shall at any time be made by Purchaser in the payment of the sums or charges payable by Purchaser to COMPANY, the undersigned will forthwith pay such sums or charges to COMPANY and will forthwith faithfully perform and fulfill all of such covenants, terms, conditions and agreements, and will forthwith pay to COMPANY all damages and all costs and expenses that may arise in consequence of any default by Purchaser under the COMPANY Terms and Conditions of Sale (including, without limitation, reasonable attorneys' fees and any and all expenses incurred by COMPANY or caused by any such default and/or by the enforcement of this Personal Guaranty).

This Personal Guaranty shall be a continuing Personal Guaranty, and the liability and obligation of undersigned hereunder shall be absolute and unconditional irrespective of any amendment or modification, or supplement to, or extension or renewal of, the COMPANY Terms and Conditions of Sale, and the undersigned waives any and all notice requirements. The undersigned agrees to pay COMPANY's actual attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or any negotiations relative to the obligations hereby guaranteed or in enforcing this Personal Guaranty against the undersigned. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Michigan. The undersigned provides this Personal Guaranty as an inducement for COMPANY to extend credit and sell products and goods to the Purchaser

extend credit and sen products and	i goods to the Fulchaser		
The undersigned, into	ending to be legally and	personally bound hereby, ex	ecutes this
Personal Guaranty as of this	day of	, 20	
Signatura			
Signature:			
Print Name:			
Addross.			