

Martignetti Enterprises, Inc.

TRADE ACCOUNT AGREEMENT

Name: _____

Sole Proprietorship or Partnership

Corporation /LLC/LLP/LP (circle and complete section for authorized officer, and guarantor below.)

FID or SS No: _____

Date of Incorporation: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Bank Reference: _____ Account Number: _____

IMPORTANT: The authorized officer signing this agreement personally guarantees the payment of all sums due under this agreement. No credit will be granted without this guarantee.

Authorized Officer and Guarantor _____

Street: _____ (No PO Box) SS No. _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

By the granting of credit, and the receipt of any goods or services from Martignetti Enterprises, Inc. ("Martignetti"), I agree to the following terms and conditions:

- 1. TERMS AND CONDITIONS.** This is the entire agreement between me and Martignetti. This agreement is effective for all present and future sales from Martignetti to me. I authorize the acceptance of phone orders, and expressly waive any signature for the delivery of goods. Once I receive an invoice and account statement I will review it, and notify Martignetti within ten (10) days of any dispute. In the event that I do not dispute an invoice or account statement, I waive all claims disputing the invoice, or the goods or services.
- 2. CANCELLATION.** No order is subject to cancellation unless accepted in writing by Martignetti. All returns are subject to a ten (15%) percent restocking fee.
- 3. SUSPENSION OF CREDIT.** If I am not current in my account Martignetti will suspend my account. Martignetti may suspend my credit and shipment of goods ordered when, in its sole judgment, my financial condition warrants such action.
- 4. PRICES.** Prices are subject to change at any time without notice. All orders are subject to prices current at time of Martignetti's receipt. All prices are quoted FOB Woburn. Prices do not include any tax. Prices are subject to an increase equal to any amount of tax, which Martignetti may be required to collect or pay upon the sale. If not included on the invoice, such amount may be invoiced later.

**29 High Street, Woburn, Massachusetts 01801
781-935-6677**

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5. **PAYMENT.** I will pay for all goods and services within thirty (30) days of the date of invoice. A late payment charge of **THE MAXIMUM LEGAL RATE ALLOWABLE UP TO ONE AND ONE-HALF PERCENT (1-1/2%) FOR EACH THIRTY (30) DAYS OR PART THERE OF SHALL BE ADDED**, plus all fees and costs, including attorney's fees and the fees of collection agencies, incurred by Martignetti to collect amounts not paid as due. No banking of funds by me shall constitute an accord and satisfaction, regardless of any notations placed on the check or in accompanying correspondence. Payments will be credited to the oldest invoice.

6. **SHIPMENTS AND ACCEPTANCE.** I am conclusively presumed to have accepted the goods unless I notify Martignetti of no acceptance within ten (10) days of receipt of goods or, in the event of latent defects, within ten (10) days of the date when the defects should have been discovered with due diligence on my part.

7. **GURANTEE.** I personally guarantee the payment of all sums due under this agreement. This guarantee may not be withdrawn or terminated unless agreed to in writing by Martignetti, and the acceptance of a successor guarantor of equal credit worthiness.

8. **WARRANTIES.** THERE ARE NO WARRANTEES COVERING THE GOODS PURCHASED HEREUNDER ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. UNDER NO CIRCUMSTANCES SHALL MARTIGNETTI BE LIABLE FOR ANY CLAIMS FOR LOST PROFITS, LOSS OF GOODWILL, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND FOR ANY AMOUNT IN EXCESS OF THE PRICE OF THE GOODS WHETHER MARTIGNETTI IS NEGLIGENT OR NOT.

9. **MISCELLANEOUS:**
 - (a) This agreement shall be governed by the laws of Massachusetts, and Massachusetts shall have exclusive jurisdiction of any dispute between Martignetti and I.
 - (b) If any part of this agreement is held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions of this contract shall not be affected.
 - (c) This agreement is neither transferable nor assignable.
 - (d) In the event of any breach by me of this agreement, Martignetti may, in addition to any other rights or remedies it may have in law or equity, suspend deliveries or cancel the contract without any liability for any alleged damage.
 - (e) I agree to cooperate fully with Martignetti in obtaining a mechanic's or material man's lien to secure payments of all sums due under this agreement. I further grant Martignetti limited power of attorney to obtain and perfect any mechanic's or material man's liens allowed under law.
 - (f) This agreement may only be changed in writing and signed by both parties.
 - (g) I represent that I am duly authorized to act on behalf of the applicant.
 - (h) I authorize Martignetti to obtain credit reports on the applicant and the guarantor.

Signature

Date

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