



ACCOUNT APPLICATION

ACCOUNT TYPE

RETURN TO: CreditDept@Mascottec.com
Mascott Credit Dept. Phone: 800-452-5019
435 NE Hancock FAX: 503-715-0007
Portland, OR 97212

REQUESTED

COD

CREDIT

BUSINESS NAME

FED ID#

Accounts Payable Contact

Accounts Payable Telephone

Limited Liability Co., State of formation: _____ Partnership Sole Proprietorship Corporation, Incorporated in the State of: _____

BUSINESS ADDRESS (if there are multiple sites under this account, please provide a list of all sites)

Street Address

City

Telephone

Fax

Email

MAILING ADDRESS

Name of Owner/Officer		Name of Owner/Officer	
Home Address		Home Address	
Telephone	Mobile	Telephone	Mobile
Social Security No.		Social Security No.	

Mascott Equipment Company is a supporter of *Going Green*. May we email or fax your invoices and statements?

YES, please. Email or Fax invoices/statements to _____

PO required? (Circle one) YES NO Sales Tax applicable? YES NO If NO, enclose permit.

MASCOTT EQUIPMENT COMPANY CUSTOMER SERVICE GUARANTEE:

1. Return a completed application; including signed Personal Guarantee, to Mascott's Credit Department at CreditDept@Mascottec.com or Fax to (503) 715-0007 and Mascott will set up your account within one business day.
2. If we are unable to complete your application within a 24 hour business day, Mascott will issue a \$300 credit on account for use toward your next purchase.
3. Project reconciliation: Upon written request, Mascott will reconcile the invoices, deposits and payments made on your account and issue a consolidated project statement within 3 business days of request.
4. Mascott will facilitate the processing of manufacturer warranty claims on your behalf on all equipment purchased from Mascott based upon the Manufacturer's policies and guidelines.

PERSONAL GUARANTEE: To induce Mascott Equipment Company to extend credit to the named Applicant with respect to the sale of goods and services, the undersigned Guarantor, and if more than one, each jointly and severally, unconditionally personally guarantees all obligations of the Applicant to Mascott Equipment Company, including but not limited to payment of all amounts, including invoice amounts, fees, charges, interest costs and attorney fees which may not nor in the future be owing. Guarantor(s) agree to be bound by all "Mascott Equipment Company Terms and Conditions for COD and Credit Sales." This guarantee may be cancelled not less than two (2) days after receipt Mascott's by Mascott's Credit Manager of a written notice, sent certified mail, return receipt requested. Any such cancellation shall not affect Guarantor's liability with respect to any indebtedness incurred prior to the cancellation. Guarantor agrees to be bound by all terms and conditions on this account.

THIS APPLICATION IS SUBJECT TO THE TERMS AND CONDITIONS AND SIGNATURE ON PAGE TWO

AUTHORIZED SIGNATURE

(Owner or Officer)

PRINT NAME

TITLE

DATE

Please see second page

MASCOTT EQUIPMENT COMPANY TERMS & CONDITIONS FOR COD AND CREDIT SALES

- 1. MANUFACTURERS WARRANTY SHALL BE PASSED TO THE OWNER FOR OWNERS BENEFIT:** Most Equipment, service parts or labor sold by Mascott Equipment Company may be covered under a manufacturers' offered warranty. **In such cases, the manufacturers printed or published warranty policy shall apply.** Specifications for product(s) sold meet safety code requirements of the state of use. These products, however, when used or installed in combination with other products, may not meet such requirements, depending on the nature of use, the other products or the nature of installation. Products are not manufactured or designed by Mascott Equipment Company (Mascott). All products sold by Mascott Equipment Company, but not manufactured by Mascott Equipment Company, will carry only the warranty, if any, given by the manufacturer, and Mascott hereby assigns and transfers to purchaser all claims and causes of action which may in the future accrue to Mascott under any manufacturers' warranties. Mascott will deliver to purchaser only upon request all warranty documentation given by the manufacturer to Mascott. Mascott expressly transfers all manufacturers' warranties directly to purchaser without adopting those warranties as warranties by Mascott Equipment Company Inc. This writing is the final, complete and exclusive expression of the parties' agreement. *Any statements by seller's representatives that differ from the foregoing shall be of no effect.* THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, DO NOT APPLY TO PRODUCTS OR LABOR SOLD BY MASCOTT TO THE CREDIT APPLICANT. UNDER NO CIRCUMSTANCES IS MASCOTT EQUIPMENT COMPANY LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWN TIME, LOSS OF MATERIAL OR PRODUCT. PURCHASER MAY RECOVER FROM MASCOTT EQUIPMENT COMPANY ITS DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE AMOUNT OF PURCHASE PRICE PAID BY PURCHASER FOR THE PARTICULAR GOODS OR SERVICE TO WHICH A CLAIM OF LIABILITY IS ASSERTED.
- 2. Freight Shipments:** Freight shipments are fob point of origin, unless otherwise listed. Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected within 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 3. Performance:** Mascott Equipment Company or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representative. Guaranteed performance requires certification by a licensed engineer.
- 4. PCI & EMV Compliance:** It is solely the Customer's responsibility to verify PCI and EMV compliance and Network Processing compliance with their Merchant Provider. Mascott Equipment Company will not be liable for direct, special or consequential damages, business interruption or loss of profits sustained by Customer or any party claiming by, through or under the Customer
- 5. Payment Terms:** COD Accounts "Collect on Delivery" OR Credit Accounts, Net 10th of the month, unless otherwise specified apply.
- 6. Interest Rate:** 1% per month, which is an annual percentage rate of 12%, may be charged on all past due balances.
- 7. Returned Check Fee:** \$35 charge will be charged to transactions for any and all returned checks.
- 8. Federal Equal Credit Opportunity Act** prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract), because all or part of the Applicant's income is derived from any public assistance program, or because the Applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency (OCC), 50 Fremont, Suite 3900, and San Francisco, CA 94105-2292.
- 9.** Mascott Equipment Company reserves the right to discontinue sales on credit at any time and for any lawful reason and to place COD restrictions on accounts.
- 10. Security Interest Agreement:** Applicant hereby grants Mascott a security interest in all equipment purchased by Applicant from Mascott Equipment Company and all profits and proceeds thereof. Upon request of Mascott Equipment Company, Applicant shall execute any necessary financing statements in the form of required by the Uniform Commercial Code of the applicable state.
- 11. Event of Nonpayment of Invoice:** Applicant shall reimburse Mascott Equipment Company for all costs and expenses reasonably incurred by Mascott Equipment Company in connection with the default, including without limitation, attorney fees. Additionally, in the event a suit or action is filed with respect to any invoice or sale by Mascott Equipment Company to Applicant, Mascott Equipment Company shall be reimbursed by Applicant for all costs and expenses incurred whether or not suit is filed, including without limitation, reasonable attorney's fees at arbitration, attorney fees at trial and on appeal.
- 12. Invoice Accuracy Agreement:** Applicant agrees that invoices and monthly statements are conclusive and accurate in all respects unless Applicant notifies Mascott Equipment Company in writing within ten (10) business days of receipt of the invoices or statements. Applicant further agrees to notify Mascott Equipment Company within seven (7) business days of receipt of goods of any defects, overstock, damages, non-conforming goods, or any other reason that would cause Applicant to reject goods shipped by Mascott Equipment Company. Applicant's sole exclusive remedy is replacement of the non-conforming goods or refund of Applicant's payment at Mascott Equipment Company's sole discretion.
- 13.** Applicant must notify Mascott Equipment Company in writing within ten (10) days of the effective date of any change in control and/or change in ownership of Applicant.
- 14.** Applicant agrees to examine any invoices and/or statements from Mascott immediately and notify Mascott in writing within ten (10) days if any disputes with respect to goods, work or billings. Failure to do so shall be a waiver of all such disputes.

The undersigned Applicant represents that all information on this application is true, correct and agrees to comply with all terms and conditions stated in "MASCOTT EQUIPMENT TERMS & CONDITIONS FOR COD AND CREDIT ACCOUNT SALES." The Applicant and Guarantor authorize Mascott Equipment Company to obtain credit reports as to Applicant, the owners of Applicant and Guarantor, and to otherwise verify financial information. This application is to obtain commercial credit to be used for business purposes and not for personal, family or household purposes.

NOTE: Installing contractor may charge miscellaneous parts to my account. Yes No

AUTHORIZED SIGNATURE
(Owner, Officer or Authorized Representative)

DATE

PRINT NAME

TITLE

VISIT US AT: WWW.MASCOTTEC.COM

OFFICES IN: PORTLAND, OR - PASCO, WA - SEATTLE, WA - ANCHORAGE, AK

Revised 8/28/2020

Sale Rep's Name