



Quality Signs since 1946

MAY ADVERTISING INTERNATIONAL, LTD. P.O. BOX 40610 FORT WORTH, TEXAS 76140-0610

CREDIT APPLICATION AND AGREEMENT

Date: _____

Purchases on credit to be charge to: _____
(exact name of business)

() Proprietorship () Partnership () Corporation () LLC

Length of time doing business under current name: _____

Type of Business: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax Number: _____

Length of time at current address: _____

PRINCIPLES: (owners-partners-officers)

1. _____ Title: _____

2. _____ Title: _____

BANK REFERENCES: ***** FAX NUMBERS REQUIRED *****

1. _____ (name) _____ (street) _____ (city/state/zip) _____ (account #) _____ (fax #) _____ (phone #)

2. _____ (name) _____ (street) _____ (city/state/zip) _____ (account #) _____ (fax #) _____ (phone #)

BUSINESS REFERENCES: ***** FAX NUMBERS REQUIRED *****

1. _____ (name) _____ (street) _____ (city/state/zip) _____ (account #) _____ (fax #) _____ (phone #)

2. _____ (name) _____ (street) _____ (city/state/zip) _____ (account #) _____ (fax #) _____ (phone #)



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MAY ADVERTISING INTERNATIONAL, LTD. P.O. BOX 40610 FORT WORTH, TEXAS 76140-0610

For the consideration of the extension of credit to the above firm, I/we promise to pay to the order of May Advertising Corporation of Texas at their office in Fort Worth, Texas, all charges to the account of the firm shown above under the Terms and Conditions stated herein.

SIGNATURE

Name typed or printed

TITLE (owner, partner, officer)

ACCEPTED BY:
May Advertising International, LTD.

By _____

I/we, the undersigned, personally guarantee the payment of all charges in the above account, and agree to the Terms and Conditions stated herein.

SIGNATURE

PRINTED NAME

HOME ADDRESS & PHONE NUMBER

SIGNATURE

PRINTED NAME

HOME ADDRESS & PHONE NUMBER

DATE: _____



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BANK INFORMATION FORM

In order to expedite your credit line approval, May Advertising Corporation needs an authorized signature in order to receive the credit information from your bank. Please sign the signature release at the bottom of this form. Thank you.

I give you authorization to release my credit information to May Advertising Corporation of Texas.

SIGNATURE

DATE

NAME TYPED OR PRINTED

TERMS AND CONDITIONS

HOW TO ORDER:

PHONE our Toll Free Line 1-800-800-4629 (Continental USA), Local 817-336-5671, Mon.-Fri. 8:00 am to 5:00 pm CST; MAIL to MAY ADVERTISING INTERNATIONAL, LTD., P.O. Box 40610, Fort Worth, Texas 76140-0610; FAX to 1-800-800-3299, Local 817-877-0627; E-MAIL to sales@mayadvertising.com; ONLINE at www.mayadvertising.com

PAYMENT:

Payment may be made by check, money order, wire transfer (\$25.00 additional wire transfer fee), Visa, MasterCard, American Express, or Discover/Novus. Payment for a sale based on an approved credit account is due in full within 30 days from the date of MAY ADVERTISING INTERNATIONAL, LTD.'s initial invoice in connection with the sale. Otherwise, payment must be made before the goods are shipped, or may be COD if the charges are less than \$250.00, are shipped via UPS and items purchased are not custom or drop shipped from another warehouse. UPS charges an additional \$7.00 per box for C.O.D. shipments. Any order not in controversy shall be paid for regardless of any controversies relating to other orders. All past due accounts shall bear interest at the highest rate allowed by law from the date due until paid. Purchaser and any guarantors or other persons responsible for Purchaser's obligations shall pay any and all attorney's fees, court costs, and other expenses incurred by MAY ADVERTISING INTERNATIONAL, LTD. if payment is not made when due, or if MAY ADVERTISING INTERNATIONAL, LTD. has any other cause of action of any nature against Purchaser or any guarantors or other persons responsible for Purchaser's obligations, whether based in contract, tort, statute, or otherwise.

PRICES:

Purchaser should call to confirm current prices, as all prices stated in the catalog or previously quoted are subject to change. Prices stated do not include taxes, handling, or shipping charges that may apply. Add \$5.00 handling charge to any order less than \$20.00. MAY ADVERTISING INTERNATIONAL, LTD. will be pleased to submit quotations for those firms having large volume signage requirements, including contract purchases, warehousing, large quantity stock orders, or custom signage. After any artwork, samples, or other designs or specifications have been approved by Purchaser, any changes will be at Purchaser's expense.

SHIPPING TERMS:

Purchaser will pay all shipping charges. Standard shipping charges include shipping, handling, and insured delivery. A \$5.00 fee per box will be charged to the purchaser for any UPS rerouting due to an incorrect address, zip code, company name or address misspelling. If no specific shipping instructions are given by Purchaser, MAY ADVERTISING INTERNATIONAL, LTD. normally selects the carrier it believes to have the best service and discount to the Purchaser's area. Freight discounts provided by the carriers to MAY ADVERTISING INTERNATIONAL, LTD. are passed along to the Purchaser. Delivery shall be F.O.B. Seller's place of business, Fort Worth, Texas, or Seller's selected supplier. Purchaser assumes all risk of loss or damage during delivery. You must check the number of cartons delivered with the number shown on your Bill of Lading and, if the quantity is short, note the shortage on the Bill of Lading. Inspect the shipment on arrival for any freight damage. Immediately notify the carrier of any shortage or damage, and file your claim with the carrier. PLEASE DO NOT REFUSE TO ACCEPT THE DELIVERY, AS THIS MAY CAUSE UNNECESSARY DELIVERY AND STORAGE CHARGES, AND MAY OTHERWISE EFFECT YOUR CLAIM. THE CARRIER SHOULD BE GIVEN THE OPPORTUNITY TO INSPECT THE FREIGHT AT THE PLACE IT WAS DELIVERED. Save all packing material. (For any deliveries having a factory defect or nonconformity, as opposed to freight loss or damage, please refer to the provisions below regarding Warranties and Claims.) The goods may be delivered in a single delivery or in more than one delivery. If delivered in more than one delivery, payment is due upon delivery for the part delivered.

DELAY OR NON-DELIVERY:

Any delay or non-delivery of goods or services to be provided by MAY ADVERTISING INTERNATIONAL, LTD., in whole or in part, shall be excused if the performance as agreed has been made impractical by either (a) the occurrence of a contingency the nonoccurrence of which was a basic assumption on which the agreement to provide the goods or services was made, or (b) by compliance in good faith with any applicable government law, regulation or order, whether or not it later proves to be invalid. MAY ADVERTISING INTERNATIONAL, LTD. shall notify the Purchaser within a reasonable time of a material or indefinite delay or a non-delivery. In such event, Purchaser shall have the option upon written notification to MAY ADVERTISING INTERNATIONAL, LTD. to (1) terminate the contract and thereby discharge any unexecuted portion of the contract, or (2) agree to any proposal of MAY ADVERTISING INTERNATIONAL, LTD. in this regard. If Purchaser does not notify MAY ADVERTISING INTERNATIONAL, LTD. of which election is made or to be made by Purchaser within 30 days after receiving notices of the delay or non-delivery, the contract shall terminate.

RETURNS:

Purchaser must contact MAY ADVERTISING INTERNATIONAL, LTD. and obtain authorization and shipping instructions for any and all returns. Unauthorized returns will not be accepted. MAY ADVERTISING INTERNATIONAL, LTD. will pay freight only for the return of defective or nonconforming goods, or goods shipped incorrectly by MAY ADVERTISING INTERNATIONAL, LTD. MAY ADVERTISING INTERNATIONAL, LTD. will issue (1) call tag consisting of (3) pickup attempts to retrieve damaged, defective or non-conforming goods, or goods shipped incorrectly by MAY ADVERTISING INTERNATIONAL, LTD. If after (3) pickup attempts the merchandise has not been available for return, then the Purchaser must return the merchandise at their own expense to receive any credit. A 20% restocking fee, plus freight charges will apply to goods returned for any other reason. To obtain credit on authorized returns, make sure all items are packed properly. All items must be returned to MAY ADVERTISING INTERNATIONAL, LTD. in good condition within 60 days of their original delivery to Purchaser. No credit shall be given on any merchandise after 60 days of original delivery. Custom merchandise is non-refundable.

LIMITED WARRANTIES, CLAIMS AND REMEDIES:

MAY ADVERTISING INTERNATIONAL, LTD. warrants that all goods will at the time of delivery conform to Purchaser's specifications to the extent such specifications have been provided to and agreed upon by MAY ADVERTISING INTERNATIONAL, LTD., and will be of good quality and workmanship, within normal tolerances. Please contact MAY ADVERTISING INTERNATIONAL, LTD. at the above address or toll free number for warranty claims. This limited warranty gives you special legal rights, and you may also have other rights that vary from state to state.

MAY ADVERTISING INTERNATIONAL, LTD. MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. NEITHER MAY ADVERTISING INTERNATIONAL, LTD. NOR ANY AFFILIATED PERSONS OR ENTITIES SHALL BE LIABLE TO PURCHASER UNDER ANY CLAIM OF PURCHASER, WHETHER BASED IN CONTRACT, TORT, STATUTE, OR OTHERWISE, BEYOND THE PRICE PAID BY THE PURCHASER TO MAY ADVERTISING INTERNATIONAL, LTD. FOR THE GOODS OR SERVICES OR PORTION OF GOODS OR SERVICES INVOLVED.

PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY NATURE AGAINST MAY ADVERTISING INTERNATIONAL, LTD. OR ANY AFFILIATED PERSONS OR ENTITIES SHALL BE THE RETURN OF THE GOODS UPON WHICH THE CLAIM IS BASED AND EITHER (A) THE REPAYMENT BY MAY ADVERTISING INTERNATIONAL, LTD. OF THE PRICE PAID BY PURCHASER TO MAY ADVERTISING INTERNATIONAL, LTD. FOR THE GOODS OR SERVICES INVOLVED, OR (B) THE REPAIR OR REPLACEMENT OF THE GOODS OR SERVICES BY OR FOR MAY ADVERTISING INTERNATIONAL, LTD. AT ITS EXPENSE, AS ELECTED BY MAY ADVERTISING INTERNATIONAL, LTD. IN NO EVENT SHALL MAY ADVERTISING INTERNATIONAL, LTD. OR ANY AFFILIATED PERSONS OR ENTITIES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

MAY ADVERTISING INTERNATIONAL, LTD. MUST BE NOTIFIED IN WRITING OF ALL CLAIMS OF DEFECTS OR NONCONFORMITY WITHIN 30 DAYS AFTER THE GOODS ARE DELIVERED BY UPS AND WITHIN 15 DAYS AFTER THE GOODS ARE DELIVERED BY MOTOR FREIGHT, AND MUST ALLOW MAY ADVERTISING INTERNATIONAL, LTD. TO INSPECT, TEST, SAMPLE, OR OTHERWISE INVESTIGATE THE CLAIM UPON REQUEST, AS A CONDITION TO ANY CLAIMS ASSERTED BY PURCHASER. ALL CLAIMS NOT TIMELY PRESENTED, OR WITH RESPECT TO WHICH MAY ADVERTISING INTERNATIONAL, LTD. IS DENIED ITS RIGHT OF INSPECTION, SHALL BE DEEMED TO HAVE BEEN WAIVED AND FORFEITED BY PURCHASER.

Initial _____

VISIBLE DAMAGE / CONCEALED DAMAGES:

VISIBLE DAMAGE

1. Have delivery person note on the freight bill the nature and extent of damages.
2. Immediately notify transportation company to inspect the merchandise and provide you with claim forms.
3. File claim for damages as soon as possible. You may receive a cash adjustment for full value, arrange to have repairs made or replace the merchandise.
4. Save all packing material until claims people have inspected merchandise.

CONCEALED DAMAGE

If the damage is noticed later when the merchandise is unpacked, notify the transportation company office immediately and have it inspected. You have fifteen days from the day it is delivered to call the transportation company or your claim will be denied.

FREIGHT OR LOSS DAMAGE

Inspect shipment on arrival. Lost or damaged merchandise is the responsibility of the carrier (Motor freight or UPS). Any shortage or damage should be noted on the Bill of Lading. PLEASE DO NOT REFUSE TO ACCEPT THE SHIPMENT, as this will cause unnecessary delivery and storage charges. If the shipment is returned to us without your contacting the carrier for inspection by them, NO CLAIM can be filed by anyone.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

All warranties made by MAY ADVERTISING INTERNATIONAL, LTD. are made solely to and for the sole benefit of the named Purchaser, and no other party shall have any standing as a third party beneficiary or otherwise under such warranties, whether as an assignee, employee, customer, or visitor of Purchaser, or otherwise.

APPLICABLE LAW AND FORUM FOR DISPUTES:

PURCHASER AND MAY ADVERTISING INTERNATIONAL, LTD. AGREE THAT THIS AGREEMENT IS TO BE PERFORMED IN TARRANT COUNTY, TEXAS; THAT TEXAS LAW SHALL APPLY TO ANY AND ALL CLAIMS OR DISPUTES BETWEEN THE PARTIES OF ANY NATURE, WHETHER SUCH CLAIMS OR DISPUTES ARE BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LAW OR LEGAL THEORY, AND REGARDLESS OF WHETHER THE CONFLICT OF LAW RULES OF TEXAS OR ANY OTHER STATE WOULD OTHERWISE PROVIDE FOR APPLICATION OF THE LAW OF ANOTHER STATE; AND THAT ANY SUIT, ARBITRATION, MEDIATION, OR ANY OTHER PROCEEDINGS INVOLVING ANY AND ALL CLAIMS OR DISPUTES SHALL BE FILED AND CONDUCTED ONLY IN TARRANT COUNTY, TEXAS, WHETHER SUCH CLAIMS ARE BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LAW OR LEGAL THEORY, AND WHETHER SUCH CLAIMS INVOLVE ONLY THE PARTIES HERETO OR ALSO OR INSTEAD INVOLVE ANY RELATED OWNERS, OFFICERS, EMPLOYEES, GUARANTORS, OR OTHER PARTIES, SUCH OTHER PARTIES BEING THIRD PARTY BENEFICIARIES FOR THESE PURPOSES ONLY. PROVIDED, HOWEVER, THAT MAY ADVERTISING INTERNATIONAL, LTD. AT ITS ELECTION MAY FILE ANY SUCH PROCEEDINGS IN THE STATE AND COUNTY WHERE PURCHASER OR ANY GUARANTOR OR OTHER PERSON OR ENTITY RESPONSIBLE FOR PURCHASER'S OBLIGATIONS HAS ANY PLACE OF BUSINESS OR OTHER ASSETS, OR WHERE PURCHASER OR ANY GUARANTOR OR OTHER PERSON OR ENTITY RESPONSIBLE FOR PURCHASER'S OBLIGATIONS RESIDES.

ASSIGNMENT BY PURCHASER:

Except where otherwise provided herein, any assignee of Purchaser shall be subject to the terms and conditions stated herein; provided that any assignee wishing to purchase pursuant to a credit account must sign a new Credit Application and Agreement, and the assignee's credit application must be specifically approved by MAY ADVERTISING INTERNATIONAL, LTD. Any purchaser assigning any of its rights or purporting to delegate any of its duties under this agreement shall remain liable to MAY ADVERTISING INTERNATIONAL, LTD. under the terms of this agreement for the liabilities incurred by Purchaser or its assignee unless otherwise specifically agreed by MAY ADVERTISING INTERNATIONAL, LTD. in writing and signed by an officer of MAY ADVERTISING INTERNATIONAL, LTD.

INDEMNITY FOR INFRINGEMENT:

IF THE PURCHASER FURNISHES SPECIFIED LANGUAGE OR DESIGNS FOR SIGNAGE, PURCHASER AGREES TO DEFEND AND INDEMNIFY MAY ADVERTISING INTERNATIONAL, LTD. AGAINST ANY CLAIM OF INFRINGEMENT UNDER ANY COPYRIGHT, TRADEMARK, OR ANY OTHER LAW ARISING OUT OF MAY ADVERTISING INTERNATIONAL, LTD.'S COMPLIANCE WITH THE PURCHASER'S SPECIFICATIONS, EVEN IF THE CLAIMS ARE BASED IN WHOLE OR IN PART UPON THE NEGLIGENCE OR OTHER FAULT OF MAY ADVERTISING INTERNATIONAL, LTD.

PURCHASER'S AGREEMENT TO TERMS AS CONDITION TO ANY CONTRACT:

Any offers or acceptance of offers for sales by MAY ADVERTISING INTERNATIONAL, LTD. are conditioned on the Purchaser's agreement to the Terms and Conditions stated herein, and any other terms and conditions stated by MAY ADVERTISING INTERNATIONAL, LTD. in any Credit Application or Agreement, Purchase Order, or other document provided by MAY ADVERTISING INTERNATIONAL, LTD. No inconsistent or additional terms or conditions shall apply unless MAY ADVERTISING INTERNATIONAL, LTD. expressly and clearly agrees to the inconsistent or additional terms and conditions in writing, and such agreement is signed by an officer of MAY ADVERTISING INTERNATIONAL, LTD. If the Purchaser does not sign an agreement accepting the terms and conditions stated herein, or if the Purchaser proposes inconsistent or additional terms or conditions, and goods are nevertheless sold or delivered to Purchaser, Purchaser shall be deemed to have consented and agreed to the terms and conditions of MAY ADVERTISING INTERNATIONAL, LTD., and the rights of the parties shall be governed exclusively by such terms and conditions unless MAY ADVERTISING INTERNATIONAL, LTD. has agreed otherwise in a writing signed by an officer of MAY ADVERTISING INTERNATIONAL, LTD. No modification, waiver or rescission of the terms and conditions stated by MAY ADVERTISING INTERNATIONAL, LTD. shall be effective unless it is in writing and signed by an officer of MAY ADVERTISING INTERNATIONAL, LTD.

Date: _____

Printed Name: _____

Signature: _____