



PO Box 275, 17 Model Ave, Hopewell, New Jersey 08525 USA
 Tel: (609)466-1751, Fax: (609)466-4116, WWW: <http://www.mcc-us.com>

Business Credit Application

Company Information ***Required***		
Full Company Name		Years in Business
Street Address		
City	State	Zip
Billing Address		
City	State	Zip
Telephone #	Fax#	WWW:
Type of Business	Tax ID#	
Business Structure ***Required***		
<input type="checkbox"/> -Public Corporation <input type="checkbox"/> -Private Corporation <input type="checkbox"/> -Proprietorship <input type="checkbox"/> -Partnership or LLC		
<input type="checkbox"/> -Other (Please Specify)		
Accounts Payable Information ***Required***		
Contact		Title
Telephone #	Fax#	Email:
Bank Reference (may include on separate sheet)		
Bank Name		Account#
Street Address		
City	State	Zip
Contact	Tel #	
Trade References (may include on separate sheet)		
Name	Contact	Tel #
1.		
2.		
3.		
<p>I hereby release any and all credit or financial information to MCC or its assignees. By signing I am accepting all "MCC Terms and Conditions". (http://www.mcc-us.com/MCCterms.htm)</p>		
<p>Please complete and fax this application to the Credit Department at 1(609)466-4116</p>		
Signature		Date
Print Name		Title
Telephone #	Fax#	WWW:
Business Credit Application.wpd	21-June-2002	

MCC Terms and Conditions

THESE TERMS CONTROL

Terms or provisions of the Buyer's order which are inconsistent with or in addition to the terms and conditions contained herein shall not be binding on either party unless expressly accepted in writing by MCC. Buyer's acceptance of goods and/or services shall constitute acceptance of these terms and conditions. MCC's failure to object to any provision contained in communication from Buyer shall not be a waiver of these terms and conditions.

DELIVERY AND RISK OF LOSS

Domestic, U.S. delivery shall be F.O.B. point of origin. Risk of loss shall pass to Buyer when products are delivered to Carrier unless otherwise agreed to in writing by MCC. International orders shall be FOB factory/EX works. Shipping charges will be added to all invoices unless order specifies "freight collect" with customer account number included.

We DO NOT do consignee shipping.

PAYMENT OPTIONS

NET 30

Payment shall be net thirty (30) days in U.S. Dollars for 100% of the invoiced amount on approved credit, unless otherwise stated in writing by MCC.

MCC reserves the right to modify payment terms if, in MCC's opinion, the payment record or financial condition of Buyer warrants. A credit application may be obtained from MCC's web site (<http://www.mcc-us.com/creditap.pdf>), or by calling 609-466-1751 and talking to any sales representative. When opening an account with us, please allow 7 to 10 days to complete the approval process. To avoid delays in your initial order, you may want to prepayment. Late payments are subject to 1% interest per month on the unpaid balance.

PREPAYMENT

MCC honors the following prepayment methods:

Credit cards Visa, Master Card, and American Express Include credit card information (number, exp.date, and name as it appears on card)

Company Check (Including shipping)

Money Order (Including shipping)

COD (\$6.00 charge) We are sorry, but we are unable to process C.O.D. orders to and International address (including Canada)

Wire Transfer Please call for bank information. All wire fees are the responsibility of the Buyer.

INTERNATIONAL ORDERS

In addition to the United States and its territories, MCC also accepts orders from other countries. All orders of international origin are exported from

the U.S. in accordance with the U.S. Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. An additional handling charge of \$20.00 will be included for processing and invoicing. All duties and taxes will be the responsibility of the customer. MCC cannot accept letters of credit, personal checks or certified personal checks. Company check must be drawn on a USA based bank and for 100% of the invoiced amount. Payment must include estimated shipping and transportation services charges, unless shipped freight collect. Overpayment of such charges shall be refunded.

DISHONORED CHECK POLICY

If a check you give us for payment is dishonored for any reason by the bank or other institution on which it is drawn, you agree to pay us \$30.00 as a service charge (if the check cannot be redeposited). In addition, you agree to pay any other reasonable charges imposed by any check verification company or collection agency that we may use for collection.

SALES TAX

Only shipments to a New Jersey address will be charged sales tax. MCC does not remit sales tax to other states or collecting entities. Tax exempt companies/organizations must provide a tax exempt certificate with order.

OTHER TAXES

Prices do not include any tax or duty now or hereafter imposed upon the production, storage, sale, transportation, or use of the products described herein. All taxes and/or duties are the responsibility of the Buyer.

OUT OF STOCK

Items not available for immediate shipment will be shipped as they become available.

RETURN POLICY

MCC extends a thirty (30) day "Money Back" guarantee on all MCC manufactured products.

MCC will gladly accept merchandise returns within the following "Terms of Return", and will replace the product or refund your money at your option.

Item must be carefully packaged, insured for the full replacement value, with shipping charges prepaid, before the return will be accepted. "Special Order Items" are not returnable.

TERMS OF RETURN

Contact a MCC sales representative to obtain an RMA (Returned Merchandise Authorization) number prior to returning product.

All returns must be made within 30 days of date of invoice and be accompanied by the original invoice number and a brief explanation of the reason for the return.

Return merchandise in original packaging and in resalable condition.

Parts returned due to customer error may be subject to a 25% restocking charge.

Return freight charge must be prepaid. Sorry, C.O.D. returns cannot be accepted.

Send to the address provided with RMA.

Defective merchandise may be returned under the terms of MCC's "Limited Warranty" and need not be in original packaging.

This return policy may be altered for special circumstances with written consent from MCC.

PRICES/QUANTITY	Prices posted on MCC's web site or elsewhere are subject to change without notice and quantities may be limited.
CANCELLATION	Orders may not be canceled or rescheduled without MCC's written consent and are subject to cancellation or reschedule charges determined by MCC. All international orders are contingent upon approval of export licenses required by the US Government. The use, sale, reexport, delivery or retransfer, directly or indirectly, of goods and/or services in any activities related to the design, production, use, or stockpiling of chemical, biological or nuclear weapons or missiles is strictly prohibited.
EXCUSABLE DELAYS	MCC shall not be liable for nondelivery or delay in performance when such delay is directly or indirectly caused by or in any manner arises from delay or failure to deliver by MCC's suppliers, fires, floods, accidents, riots, war, governmental interference or embargoes, strikes or shortage of labor, or other causes (whether or not similar to those specified) beyond its control. Delivery shall be deemed suspended so long as such causes delay performance. MCC agrees to make, and Buyer will accept, deliveries at a reasonable time after remedy of such causes. Quoted weeks ARO are approximate.
DESIGN CHANGES	MCC and its suppliers reserve the right to change product design or specifications at any time without notice.
SOFTWARE	Title to ordered software shall remain the property of MCC. MCC license agreements are included with product.
LIMITED WARRANTY & LIMITATION OF LIABILITY	<p>MCC goods and services are warranted to be free from defects in material and workmanship under normal use and service. The warranty period is controlled by the documents furnished with each product and begins on the date of shipment. Parts, product repairs and services are warranted for 90 days. This warranty does not apply to any product which, in MCC's opinion, has been misused (including static discharge), modification, damage caused by modification or repair not authorized by MCC, neglected or damaged by accident or abnormal conditions of operation or handling, damage caused by the equipment or system with which the product is used, or is not capable of being tested. MCC warrants that software will operate substantially in accordance with its functional specifications for 90 days and that it has been properly recorded on non defective media. MCC does not warrant that the software will be error free or operate without interruption.</p> <p>THIS WARRANTY IS EXTENDED TO THE ORIGINAL PURCHASER FROM MCC AND/OR IT'S AUTHORIZED AGENT ONLY AND IS IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.</p> <p>MCC authorized agents shall extend this warranty on new and unused products to their customers only but have no authority to extend a greater or different warranty on behalf of MCC. Warranty support is available if product is purchased through an MCC authorized sales outlet . MCC reserves the right to invoice Buyer for importation costs of repair/replacement parts when product purchased in one country is submitted for repair in another country.</p> <p>MCC's warranty obligation is limited, at MCC's option, to refund of the purchase price, free of charge repair, or replacement of a defective product which is returned to an MCC Authorized Service Center within the warranty period.</p> <p>To obtain warranty service, follow MCC's "Terms of Return". MCC assumes no risk for damage in transit. Following warranty repair, the product will be returned to Buyer, transportation prepaid (FOB Destination).</p> <p>If MCC determines that the failure was caused by misuse, alteration, accident or abnormal condition of operation or handling, MCC will provide an estimate of repair costs and obtain authorization before commencing the work. Following repair, the product will be returned to the Buyer, transportation prepaid and the Buyer will be billed for the repair and return transportation charges (FOB Shipping Point).</p> <p>THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MCC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, WHETHER ARISING FROM BREACH OF WARRANTY OR BASED ON CONTRACT, TORT, RELIANCE OR ANY OTHER THEORY.</p> <p>Since some countries or states do not allow limitation of the term of an implied warranty, or exclusion or limitation of incidental or consequential damages, the limitations and exclusions of this warranty may not apply to every Buyer.</p>
GENERAL	No order is assignable without MCC's prior written approval. If any of the terms or conditions of sale are declared by an arbitrator, or court or other body having jurisdiction, to be invalid or unenforceable, the remaining terms and provisions shall remain in full force and effect. This transaction shall be governed by the laws of the state of New Jersey, U.S.A.
DISPUTE RESOLUTION	The parties agree to work together in good faith to resolve any dispute covered by this agreement and to explore resolution through methods of alternative dispute resolution. If the parties are unable to resolve a dispute, it will be finally settled by a single arbitrator in arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award may be entered in any court having jurisdiction over the disputed subject matter. If both parties agree that neither arbitration nor any other method of alternative dispute resolution is suitable to resolve the dispute, they may proceed with litigation. Unless the parties agree otherwise in writing, resolution of the dispute, by whatever process, will occur in Trenton, New Jersey, U.S.A.