



CREDIT TERMS & CONDITIONS

JMP Products, LLC with an office and place of business at 6100 Summer Avenue, Memphis, TN 38134 (hereinafter "JMP") and

(Name of Company)

(Address)

(hereinafter "CREDIT CUSTOMER").

Whereas, CREDIT CUSTOMER is applying for credit on current and any and all full future purchases from JMP; and

Whereas, the parties desire to enter into an Agreement regarding the extension of credit and repayment terms;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sale of products from JMP to CREDIT CUSTOMER and the granting and giving of credit, it is hereby agreed as follows:

1. All present and future purchases by CREDIT CUSTOMER from JMP are subject to the terms of this agreement unless expressly excluded here in writing.
2. CREDIT CUSTOMER agrees to pay for all purchases within thirty (30) days of the date of invoice.
3. CREDIT CUSTOMER agrees that JMP is a product supplier and not a subcontractor (unless previously arranged and noted on Purchase Order); therefore, payment must be made within 30 days of the invoice date, not after CREDIT CUSTOMER has received payment from their customer and no retainages may be held.
4. In the event that payment is not received by JMP within thirty (30) days of date of invoice, JMP may charge and CREDIT CUSTOMER agrees to pay a finance charge at an annual percentage rate (periodic month rate of 1-1/2%) of eighteen (18%) per cent on the unpaid balance, or the maximum finance charge permitted by law, whichever is lower.
5. CREDIT CUSTOMER understands and agrees that JMP may withdraw credit approval at any time prior to the delivery of goods.
6. In the event CREDIT CUSTOMER's account is past due, CREDIT CUSTOMER will be liable, to the extent allowed by law, for JMP's COURT costs, attorney's fees, and collection fees incurred in collecting the account.
7. CREDIT CUSTOMER agrees that on no draft, check or other instrument for the payment of this account shall there be noted any language to indicate that the payment is accepted as payment in full. JMP may ignore any such notation, negotiate the instrument, and the notations shall be considered null and void.
8. In the event that any part of this Agreement is declared to be invalid by any Court having proper jurisdiction over the subject matter hereof, the rest shall remain in full force and effect.
9. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns.
10. Return Policy
 - a. There will be a restocking fee of 35% on all returns
 - b. All returns must be in the original, re-sellable packaging and in unused condition
 - c. No open-box returns will be accepted
 - d. No returns accepted 30 days past invoice date
 - e. Special Order materials are not returnable

IN WITNESS WHEREOF, the parties have duly signed this Agreement the _____ day of _____, 20_____.

(NAME OF CREDIT CUSTOMER)

.JMP Products, LLC.

By: _____
(AUTHORIZED SIGNATURE-CREDIT CUSTOMER)

By: _____
(AUTHORIZED SIGNATURE JMP PRODUCTS, LLC.)