

# E-CHECK I C.O.D. APPLICATION - PART I

Please complete this form and e-mail or fax or Email it back to Ultimate Marketing.

I would like to receive special/closeout pricing and vendor promotions via Fax Email

Email Neither

BUSINES	S INFORMATION						
Business Nar	ne:		d/	/b/a Name:			
Year Business Established:		Incorporated	YES N	O Federal Tax ID	#		
Key Contact	Name:		]	Business Type:			
Ship-To Address:			_City:		State:	Zip:	
Phone Number:							
Accounts Payable Contact:							
COMPAN	Y OFFICER / OWNER	INFORMATION					
OFFICER 1:	Name:		Title	:			
	SSN:		DOE	3:			
	Home Address:		_ City:		State:	Zıp:	
	Business Address:		_ City:				
	Business Phone:		Hom	e Phone:			
OFFICER 1:	Name:		Title	:			
	SSN:		DOE	3:			
	Home Address:		_ City:		State:	Zip:	
	Business Address:		_ City:				
	Business Phone:		Hom	e Phone:			
BANK IN	FORMATION						
Bank Name:		City:			State	e:	
Bank Name:			Bank Contact:				
			Fax #: Email				
	orized to Sign Checks:						
Athorization	to Obtain Bank Reference:						
	Signature	Printe	d Name		Da	ite	
CREDIT R	REFERENCE – Please Co	omplete All Four					
SUPPLIER	#1: Company Name:			Credit Contact:			
	Phone:				A	cct #:	
SUPPLIER	#2: Company Name:			Credit Contact:			
Phone:					A	cet #:	
SUPPLIER #3: Company Name: Phone:				Credit Contact:			
SUPPLIER	#4: Company Name:			Credit Contact:			
Phone:		Fax (*Re	auired).		Ad	eet #·	



## E-CHECK / C.O.D. APPLICATION - PART II

Please complete this form and e-mail or fax or Email it back to Ultimate Marketing.

### PERSONAL GUARANTEE

To induce Ultimate Marketing Inc. ("Ultimate Marketing") to approve C.O.D. terms to \_\_\_\_\_\_\_\_ ("Company"), the undersigned \_\_\_\_\_\_\_ (Print Owner's Name) absolutely and unconditionally guarantees to Ultimate Marketing the prompt and full payment when due of any and all Company's indebtedness and liability of every kind, nature and character to Ultimate Marketing, together with all other expenses incurred by Ultimate Marketing in collection of such indebtedness and liability. Guarantor understands that this is a continuing guarantee which can only be terminated by giving written notice to Ultimate Marketing by certified mail. Guarantor further understands that this Guarantee will terminate only on the date such notice is received by Ultimate Marketing. Guarantor understands that this Personal Guarantee is governed by the laws of the State of South Carolina and/or any other State where the Guarantor conducts business. Guarantor agrees that all controversies arising out of, or under, this Personal Guarantee may be filed and resolved in the courts of Lexington County, South Carolina or the United States District Court for the South Carolina, Columbia Division. I agree and consent that jurisdiction and venue are proper in these specified courts, and I waive all defenses I may have to that jurisdiction and venue. I execute this document under seal on the date listed below:

Signature:	Printed Name:	Date:		
Home Address:	City:	State:	Zip:	
Witness:	Witness:			
AUTHORIZATION AND REQUIRED DOCUMENTS				

I am authorized to complete and execute this agreement on behalf of the company shown below. I understand that Ultimate Marketing may investigate both my financial status and the company's financial status. A copy of the company's **BUSINESS LICENSE** and **TAX EXEMPT CERTIFICATE** accompany this agreement. Returns are for credit only; no cash refunds.

I have read, acknowledged, and agree to all of Ultimate Marketing's policies and procedures.

Company Name:	
Signature:	
Title:	Date:

Printed Name:

Person

### DIRECT PAYMENT AUTHORIZATION FORM

I, \_\_\_\_\_\_\_ of \_\_\_\_\_\_ authorize Ultimate Marketing Inc. (Corporate Officer or Business Owner) (Corporation Name / Business Name) initiate electronic debit (E-Check) entries to my checking account for payment of my Ultimate Marketing Invoices

Bank Name: (Please Print)		Checking Acct Name:
Checking Acct #:		Bank Routing #:
Bank City & State:		
Authorized to sign checks on this account:		
Printed Name:		_ Signature:
Title:	Date:	

I acknowledge that the origination of electronic transactions to my account must comply with the provisions of U.S. laws.

I agree to notify Ultimate Marketing in writing of any changes to my account information or termination of this authorization. I understand that cancellations must be made in writing and I will not dispute Ultimate Marketing debiting my account, as long as the amount corresponds to the invoice I am paying.

- I have included a copy of a voided check for this bank account.
- I have included a copy of my driver's license.

The name on my driver's license matches the name of the Corporate Officer or Business Owner authorized to sign on this checking account.



804 Center Street • West Columbia, SC • 29169 PHONE: (803) 333 9475 • FAX: (803) 333 9875 EMAIL: scdealers@umdistributors.com

## **POLICIES AND PROCEDURES**

#### Please complete this form and e-mail or fax or Email it back to Ultimate Marketing.

#### RETURNS

- Please call (803) 333 9475or email kevin@umdistributors.com with your RA request, which must include the product part numbers, serial numbers (if applicable), and problem descriptions. If your request meets all of Ultimate Marketing's guidelines, an RA number will be issued to you. Only boxes with an RA number clearly taped or written on the outside of the box will be accepted.
- Defective product must be returned in "like new" condition, shipped freight prepaid and double boxed, with the RA concealed inside, in the original packaging box. Please do not write on the original packaging box. Any product showing signs of misuse or consumer abuse will be returned to the customer to be sent in for warranty repair.
- RA numbers are valid for a period of 30 days only. Defective returns are eligible for return only within 90 days from the Ultimate Marketing invoice date or 30 days of retail sale to the end-user. After 90 days, all products must be referred to the manufacturer for authorized warranty repair (some manufacturers may have stricter return policies than Ultimate Marketing).
- A copy of the Ultimate Marketing invoice and retail customer invoice/receipt must be included with all returns. Returns will be credited at the price paid on invoice or current selling price, whichever is lower, less any restocking fee. Credit will be issued within 10 business days upon receipt of merchandise at Ultimate Marketing. No cash refunds.
- Factory sealed product in resalable condition may be returned at Ultimate Marketing's discretion. Non-defective, opened products will not be considered for return. Resalable products authorized for return will be credited at the current Ultimate Marketing selling price, less a 15% restocking fee.
- Sales of closeout items are final.
- Items designed for customer use but used commercially are not eligible for return.
- Cabinet Speakers are not eligible for return. Only speaker drivers will be exchanged.

#### SHIPPING

- All billing and pricing errors must be reported within 7 days of receipt of shipment.
- Shipping errors must be reported within 2 business days (see Damages/Claims below).
- Freight and insurance costs are calculated and added to the invoice total.
- All freight charges are subject to dimension/ oversize carrier weight regulations.
- Shipping fees are non-refundable.
- Customer is responsible for all freight charges for unaccepted or refused delivery of shipments.
- Refused shipments will incur a 20% restocking fee.
- Before backordered items are shipped, a sales representative will call for release authorization.
- Backordered items are shipped at prices in effect when the item was ordered or current selling price, whichever is lower.

### DAMAGES / CLAIMS

- Damages are the responsibility of the carrier once the shipment is released from Ultimate Marketing. After shipment is released to carrier, any damages must be reported to Ultimate Marketing within 2 business days from receipt of shipment. All claims must be filed by Ultimate Marketing directly with the freight carrier.
- To ensure damage/ claim credit, all damaged product, original packaging and outer shipping box must be kept at customer location for inspection by carrier service. If digital photos are available, please send them to scdealer@umdistributors.com For assistance, please contact our Claims Department at (803) 333 9475.

#### RETURNED CHECKS

 All customers whose checks to Ultimate Marketing are returned unpaid by their bank are notified by mail and/or telephone to replace the check immediately and pay the applicable service charge allowable by law. All returned checks must be paid to Ultimate Marketing with a certified check or money order within 10 business days. Failure to do so will result in Ultimate Marketing taking all appropriate legal actions.

Initial\_\_\_\_ Date\_\_\_\_



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# **Instructions - C.O.D and e-Check Applications**

In order for Ultimate Marketing Distributing to process pending and future orders on a C.O.D. or e-check basis, and to comply with all state regulations, we require the submission of the following documentation:

- A fully executed Application / Agreement.
- The Personal Guarantee section must be signed and witnessed.
- Initialed and dated the page outlining our "Policies and Procedures" (Page Three).
- A photocopy of your most recent business license
- A photocopy of your most recent Sales and Use Tax Certificate issued by your state's Department of Revenue
- A completed and signed sales tax exemption form (Form must apply to the state in which your conduct business). Links to these forms are located adjacent to the customer application links if they are available online.
- We offer e-Check as a customer service to you. This is strictly optional therefore, the Direct Payment Authorization section is not required but recommended. If you choose this option, then we process your payment electronically on the day of delivery and you do NOT have to pay the C.O.D. fees which can add up considerably over time.

### Please fax / email ALL above documents to:

## (803) 333 9875

### or

## scdealers@umdistributors

If you have any questions, please contact Kevin Holder, the Account Coordinator for Ultimate Marketing Inc, at (803) 333 9475 or kevin@umdistributors.com.

We appreciate your cooperation,

The Staff @ Ultimate Marketing

Thank you for your business!