



# PURCHASE AGREEMENT

*Pre-Engineered Fireplace and Chimney Housing System*

In order to purchase from The 10-Minute Chase, LLC, I hereby understand and agree that the terms and conditions of the account will be as follows:

- a) Orders will be invoiced at the time of shipment.
- b) Open account terms are granted to credit worthy customers. Payment terms on open account are Net 30 days. Payment must be received within 30 days from the date of invoice. A service charge of 1 ½% per month will be charged on all invoices that are 30 days overdue. Open account status may be terminated at the discretion of The 10-Minute Chase, LLC.
- c) Customers without open account terms may pay by Cash in Advance, Cashier Check, Money Order, Wire Transfer, verifiable Company Check, or COD.
- d) Return Goods are subject to current restocking fee of 25%. No merchandise may be returned without written authorization.

If any invoice on my account exceeds 30 days from the date on invoice without payment, the amount due plus the amounts for all current invoices become immediately due. In this event, all future orders may be put on hold until all invoices are paid in full.

If any invoice on my account exceeds 60 days from date of invoice, I understand that all said invoices may be turned over to collection.

If it is necessary for The 10-Minute Chase, LLC to engage in legal counsel or employ collectors to satisfy their billings, I agree to pay, in addition to my outstanding balance, all legal fees and/or collection agency fees, service charges and court costs.

This agreement shall be construed to have been executed in Erie County, New York, and shall be interpreted in accordance with, and shall be governed by, the laws of the State of New York. All disputes arising hereunder shall be subject to the jurisdiction of the State of New York and venue for any such litigation shall be proper in the courts of Erie County and suit shall be brought in Erie County, New York.

This agreement may be terminated at any time by either party, but shall apply to any outstanding balances existing at termination and legal fees and/or collection agency fees, service charges and court costs incurred in collecting outstanding balances.

I authorize you to investigate my credit record and to report to proper persons and bureaus my performance. I personally guarantee payment in full of the account for the company listed on this application. All information and representation in this account application are correct and I understand that payment in full is required in accordance with the terms. This guarantee is continuing and irrevocable while there is any unpaid balance due to the account.

**Notice to Buyer:**

- 1. Do not sign before reading.
- 2. You are entitled to an exact copy of the contract you sign.
- 3. Incomplete or unsigned applications cannot be processed.

**Seller:** The 10-Minute Chase, LLC

7406 Route 98  
Arcade, NY 14009

I hereby understand and agree to the terms and conditions above.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(Two Signatures are required if the business is a partnership, corporation, or in ownership with a spouse or more than one person.)