



The Mirachem® Corporation
PO Box 14059 Phoenix, AZ 85063
800-847-3527 Customer Service • 602-415-9262 Office
602-353-1411 Fax
www.mirachem.com • cservice@mirachem.com

Standard Sales Terms & Conditions

- 1. PRICES:** All purchases are made according to our published list prices, unless a special pricing program has been agreed upon between Purchaser and Mirachem. Distributor discounted prices are calculated from the single unit, published list price, for items purchased. Distributor discounts may not be combined with discounts for bracketed purchases of multiple item quantities. Distributor discount percentages are applied by product line and/or special designation as outlined in the Distribution Agreement.
- 2. SHIPPING AND FREIGHT CHARGES:** Unless otherwise requested, all shipping will be at Mirachem's option, according to standard commercial practices, with responsible common carriers. Mirachem's products shipped by small package carriers (UPS, FedEx) are offered for sale with prices including freight charges to destinations in the Continental United States. Additional charges apply to international or offshore destinations. Products shipped via surface freight carries (LTL, FTL) are offered for sale with standardized freight rates computed based on Mirachem's distribution points, destination and size and weight of order, and with shipping and handling charges being added to the customer's invoice. If customer's order consists of both small package and surface freight items, customers freight charges will be computed only on the surface freight items. Purchaser may designate carriers of choice, freight billing options, or other special shipping instructions at the time of order, or on an ongoing basis by filing special written instructions with Mirachem. Purchaser is responsible for all freight and handling charges unless otherwise specified in a special pricing program. Not all products and configurations are available at all Mirachem distribution locations.
- 3. PAYMENT:** Payment for products or services is due at the time of order placement, unless a credit account has been established. Payment terms for all credit accounts are Net 30 days. Payments are due to the following remittance address.

The MIRACHEM Corporation
Accounts Receivable
PO Box 14059, Phoenix, AZ 85063

Mirachem also accepts major credit cards for payment, and can process electronic funds transfer (ACH or E-Check) drafts. Mirachem offers a 2% discount to customers with credit accounts in good standing, who chose to pre-pay for their orders.

- 4. PAST DUE ACCOUNTS:** Credit accounts are past due if any invoice is not paid in full by the due date. Past due accounts are subject to a Late Charge equal to of 1.5% per month of the past due balance(s). Past due accounts are subject to closure. Also, any discounts applied to an invoice off of Mirachem's published list price are subject to reversal on past due accounts.
- 5. BILLING INQUIRIES AND DISPUTES:** Billing inquires and disputes must be directed to Mirachem's Accounts Receivable Department within 30 days of invoice date. Telephone inquiries may be made, however, Mirachem strongly recommends that disputes be made in writing to:

The MIRACHEM Corporation
Accounts Receivable
PO Box 14059, Phoenix, AZ 85063
602-272-6066, FAX 480-760-1008, ar@mirachem.com

- 6. INTERNATIONAL SHIPMENTS:** Shipments to destinations outside of the United States may require pre-payment by wire transfer or establishment of an account with an international letter of credit before the order is released for international shipment.

7. **OUT OF AREA SHIPMENTS:** Purveyors shipping to locations outside of their Operational Territory, or requesting that Mirachem direct or "drop" ship to locations outside of their Operational Territory, will be assessed an out of area order fee. This fee will equal \$35.00, or 15% of the final customer's invoice total, whichever is greater. The purpose of this fee is to allow for compensation to other distributors, sales representatives, etc., into who's Operational Territory the product is being shipped.

8. **LESS THAN MINIMUM ORDERS:** Orders placed by Distributor with Manufacturer that do not meet minimum dollar requirements as specified in the Distribution Agreement are subject to an additional fee. This fee will not apply to out of area drop shipments.

9. **DROP SHIPMENTS:** Due to transportation security regulations and Mirachem policies, "blind shipments" will not be made, and shipping documents for such orders will clearly show the shipment as originating from Mirachem. Documents will not reveal pricing information to ultimate consignee. If Distributor wishes for their customer to see no documents showing Mirachem's name, it is necessary for Distributor to establish a relationship with a freight carrier and initiate the shipment picking up from Mirachem. If shipment is less than a minimum order, an additional fee will apply.

10. **DISCOUNT PROGRAMS:** Mirachem may offer special discount programs or promotions which may not be available to all customers or for all purchase methods, and may or may not be able to be combined.