

Section 6 Credit



## ELECTRONIC FUNDS TRANSFER AUTHORIZATION AGREEMENT

("COMPANY") buys goods and/or services from
Jackson Family Enterprises, Inc. dba Majestic Imports ("Majestic Imports").
Majestic Imports desires the flexibility to make debit and/or credit instructions to the COMPANY'S account specified on the attached Trading Partner Enrollment Form (the "ACCOUNT") for the sale of such goods and/or services by electronic funds transfers ("EFT") through the Automated Clearing House Network. COMPANY agrees to grant such flexibility.
Therefore, pursuant to the terms and conditions contained herein and attached hereto and incorporated by reference the COMPANY hereby (1) authorizes <b>Majestic Imports</b> to make debit and/or credit instructions for the purchase of goods and/or services to the ACCOUNT by EFT, (2) certifies that it maintains the ACCOUNT at the following financial institution, and (3) directs that all such debit and/or credit instructions be made to the ACCOUNT as provided below and on the attached Trading Partner Enrollment form:
Company Account Name:
Financial Institution Name:
Routing Transit Number: Account #:
Company Contact: Telephone #:
The terms on the attached entitled Terms and Conditions shall apply.
The COMPANY will give thirty (30) days advanced, written notice to <b>Majestic Imports</b> of any changes in depository financial institution, other debit instructions or the ACCOUNT.
When properly executed (by all ACCOUNT holders if necessary), the Authorization will become effective fifteen (15) days after its receipt by <b>Majestic Imports</b> .
SIGNATURE:(Authorized COMPANY Agents signature)
PRINT NAME:
TITLE:
DATE:

Majestic Imports, 425 Aviation Blvd., Santa Rosa, CA 95403 Telephone: (800) 544-4413 / Facsimile: (707) 544-0480 Email: <u>ARinquiry@kjmail.com</u>



## ELECTRONIC FUNDS TRANSFER TRADING PARTNER ENROLLMENT FORM

x-4708
x-6232
x-4732

Please complete and return an original of the Enrollment Form and Authorization Agreement to our corporate offices.

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## **TERMS AND CONDITIONS**

- 1. This Agreement is an amendment to any existing agreements between the parties which govern the terms and conditions of the purchase or lease of products or services.
- 2. Each party is responsible for its respective costs for network service charges and any and all other expenses it incurs for any reason relating to the transmission of EDI communications pursuant to this Agreement.
- 3. Neither party shall be liable to the other for any special, exemplary, incidental or consequential damage arising out of or resulting from the electronic payment of invoices.
- 4. Neither party shall be liable to the other for any damage, loss, injury or liability arising out of or resulting from interruptions, delays, defects, or garbling in the electronic transmission which are not the fault of the sending party or receiving party.
- 5. Either party may terminate this Agreement upon thirty (30) days advance written notice to the other, with no liability of any kind.
- 6. This Agreement may not be assigned by either party without the prior written approval of the other party. Notwithstanding anything the foregoing, nothing herein shall prevent Jackson Family Enterprises, Inc. from assigning this Agreement to an Affiliate without the prior written approval of Company. For the purpose of this Agreement, "Affiliate" shall mean any entity under the control of, or under common control with Jackson Family Enterprises, Inc.
- 7. This Agreement shall be governed by the laws of the state of California.