



**BILLING POLICY**  
Revised 28-DEC-2020

THIS POLICY CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND RESPONSIBILITIES WITH RESPECT TO FINANCIAL TRANSACTIONS AND OBLIGATIONS WITH MIRACHEM, LLC. Printed versions of this document may not reflect the most current information. The most current revisions may always be found online at [Mirachem.com/billing](http://Mirachem.com/billing). Additional information may be obtained by contacting Mirachem’s Customer Support Department, online at [Mirachem.com/support](http://Mirachem.com/support) , or by calling toll free 800-847-3527.

**I. STANDARD SALES TERMS AND CONDITIONS**

This document references Mirachem, LLC’s (“Mirachem”) Standard Sales Terms and Conditions (online at [Mirachem.com/salesterms](http://Mirachem.com/salesterms) ), which are incorporated herein by reference. Capitalized terms not otherwise defined in this document shall have the same meaning as defined in the Standard Sales Terms and Conditions.

**II. AFFILIATES AND OTHER CONTRACTORS**

Mirachem may contract with certain affiliates or other parties in fulfilling its obligations or exercising its rights hereunder. In such cases, Mirachem’s contractors are obliged to act in accordance with applicable Mirachem policies. Regardless of any product or service provided by a contractor for Mirachem, the transaction remains between Mirachem and Customer.

**III. OTHER AGREEMENTS**

From time to time, Mirachem may enter into Other Agreements with Customers which may modify the terms and conditions of sale or other related policies. The only such instrument that may modify any term or condition of the Mirachem Billing Policy is a formal, written agreement which has been executed by a Mirachem officer, specifically defining the term(s) and/or condition(s) contained herein that are being modified, and the exact nature of said modification(s). Mirachem expressly rejects any other document, instrument or agreement that attempts to modify any obligation or requirement imposed on Customer by Mirachem’s Billing Policy, relieve Customer of any obligation to make a payment as required hereunder, or limit Mirachem’s right or ability to pursue any lawful means of collecting amounts owed to it.

**IV. PAYMENTS DUE**

All amounts owing to Mirachem under the Standard Sales Terms and Conditions or applicable Other Agreement(s) shall be due and payable at Mirachem’s Remit To Address, and under the indicated payment terms, no later than 3:30pm MST on the date indicated on the Invoice or other billing document.

**V. REMIT TO ADDRESS**

All payments owing to Mirachem are due and payable at one of the following addresses:

**VIA US MAIL**

Mirachem  
Accounts Receivable  
PO Box 14059  
Phoenix, AZ 85063

**VIA COURIER OR HAND DELIVERY**

Mirachem  
Accounts Receivable  
4645 W McDowell Rd, Unit 103  
Phoenix, AZ 85035

**VI. CREDITING OF PAYMENTS**

Mirachem credits payments at the date and time such payments are submitted to Mirachem’s bank for negotiation. In general, this takes place within 24 hours of Mirachem’s receipt of the draft, payment instructions, charge authorization, or other such funding authorization.

**VII. FORMS OF PAYMENT**

Mirachem accepts the following forms of payment:

- |                                   |  |
|-----------------------------------|--|
| Personal or Business Check        | Pay Pal ( <a href="mailto:billing@mirachem.com">billing@mirachem.com</a> ) |
| Major Credit Cards (V/MC/AX/DISC) | EFT / ACH  |
| E-Check                           | Wire Transfer  |
| Google Wallet                     | Mirachem Credit Account (Upon approval)                                    |
| Amazon Payments                   |  |

Mirachem reserves the right to change, delete or otherwise modify its accepted Forms of Payment at any time without prior notice.

**VIII. DISHONORED PAYMENTS**

Mirachem will assess a \$35.00 collection and handling fee for any payment that is dishonored, refused or otherwise not funded by Customer’s financial institution. This fee will be in addition to the face value of the payment and shall be collectible by Mirachem in the same manner as any other charges payable under Mirachem’s Standard Sales Terms and Conditions or other applicable agreement.

**IX. BILLING INQUIRES AND DISPUTES**

Billing inquiries may be directed to Mirachem’s Customer Support Department (online at [Mirachem.com/support](http://Mirachem.com/support)).

Customers wishing to initiate a Billing Dispute shall be required to do so within 15 days of the Time of Sale. Mirachem recommends that all such disputes be initiated via email to [BILLING@MIRACHEM.COM](mailto:BILLING@MIRACHEM.COM). Disputes may also be made in writing and addressed as follows:

**VIA US MAIL**

Mirachem  
Credit & Collections Department  
PO Box 14059  
Phoenix, AZ 85063-4059

**VIA COURIER OR HAND DELIVERY**

Mirachem  
Credit & Collections Department  
4645 W McDowell Rd, Unit 103  
Phoenix, AZ 85035

Disputes can also be initiated via telephone with Mirachem's Customer Support Department; however, telephone inquiries may not preserve Customer's rights under applicable law.

**X. MIRACHEM CREDIT ACCOUNT**

Customers may apply for a Mirachem Credit Account. Upon review and approval of a credit application by Mirachem, Customer shall be authorized to place Purchase Orders using their credit account as the Form of Payment. The minimum order amount to establish a Mirachem Credit Account is \$250.00. Personal Guarantees are required for Credit Accounts for businesses that have been organized for less than two (2) years. Credit applications may be obtained from Mirachem's Customer Support Department.

**XI. CREDIT ACCOUNT TERMS AND CONDITIONS**

By submitting an application for a Mirachem Credit Account, and upon approval by using such account, Customer agrees to the following Credit Account Terms and Conditions:

- a. **Credit Limit:** Credit Limits shall be assigned at Mirachem's sole discretion. While customers may make specific requests as to the amount of credit desired, Mirachem shall be under no obligation to authorize such amounts.
- b. **Credit Terms:** Credit Terms shall be assigned at Mirachem's sole discretion. While customers may make specific requests as to the credit terms desired, Mirachem shall be under no obligation to authorize such terms. Neither a Customer's standard policy and procedures, nor a Customer Purchase Order, shall be sufficient to modify the Credit Terms established by Mirachem as discussed herein, Mirachem's Standard Sales Terms and Conditions, or applicable Other Agreement. Mirachem typically assigns Net 30 Credit Terms, meaning Payments will be due on the 30<sup>th</sup> day after the Time of Sale. Mirachem may assign other payment terms as it deems necessary or advisable. Mirachem does not establish Credit Terms with an early payment discount, such as "2% 10 Net 30", in which a percentage discount may be taken by the Customer for making Payment earlier than required. Customers who make such discounted Payments shall be deemed to have made Late Payment.
- c. **Payment Obligation:** Customer shall be obligated to make timely payment for all charges billed to the Credit Account, including any applicable shipping, handling, ancillary, administrative, late, or collection charges properly applied to the Credit Account.
- d. **Due Date:** Payments for amounts billed under the Credit Account shall be due and payable as described herein, as indicated on a relevant invoice, statement or other communication, or as dictated by the established Credit Terms. Customer shall be obligated to receive invoices, process, and issue payments, with sufficient lead time to ensure that such payments are received by Mirachem as required hereunder.
- e. **Late Payments:** Payments not received by Mirachem as required hereunder shall be deemed Late. Neither Customer's normal procedures and timeline for issuing payments, the date indicated in Customer's payment instrument, nor the transit time between Customer and Mirachem's Remit To address, shall be a consideration in determining the timeliness of Payments.
- f. **Past Due Accounts:** When required Payments are Late, or accounts have balances that are aged beyond the assigned Credit Terms, the Credit Account shall be deemed Past Due. Past Due Credit Accounts are subject to the imposition of a \$35.00 Late Fee, which will be applied to the Past Due Credit Account. An additional \$35 Late Fee shall be applied to the Credit Account for each 30 day period that the Credit Account contains a Past Due amount. Imposed Late Fees shall be collectible by Mirachem in the same fashion as any other amount due hereunder. Mirachem shall impose a surcharge of 4% of the amount paid on any Past Due amount using a Payment Method other than Check (or other physical payment draft) or EFT.
- g. **Account Review:** Mirachem may, as it deems necessary or advisable, conduct reviews of Customer Credit Accounts. Such reviews shall not require that prior notification be provided to Customer. Upon such review, Mirachem shall have the right to place a Hold on the Credit Account, preventing its use, until such time as Mirachem determines that further use of the Credit Account shall be permitted. Mirachem may also modify the Credit Limit or Credit Terms of the account, or may close the Credit Account and/or otherwise revoke Customer's access to credit, as it deems necessary or advisable.

**IV. COLLECTIONS**

Mirachem shall make a reasonable effort to contact Customer regarding any Past Due amounts, and make payment arrangements satisfactory to both Mirachem and Customer. Customer shall be obligated to make a reasonable response. In the event the Past Due situation is a result of Mirachem's error, Mirachem shall be obligated to correct the error and make any necessary adjustments to Customer's account. Customer shall then be obligated to make prompt payment. In the event Mirachem's efforts are unsuccessful, Mirachem shall have the right to Collect any amounts owed to it hereunder in any manner allowable by law. This includes the pursuit of legal action, the hiring of third party collection agencies, enforcing letters of credit, automatically debiting pre-approved payment methods, or any other lawful action as Mirachem shall deem necessary or advisable. Mirachem will impose a \$100.00 collection fee in any case where it must place a Customer account with a third party for collection services, or otherwise initiate formal Collection action, and such Collection Fee shall be collectible by Mirachem in the same fashion as any other amount due hereunder. In addition to the Collection Fee, Customer shall also be liable for payment of all associated costs, charges or fees associated with the Collection effort.

**V. DISCOUNTS AND PROMOTIONAL PROGRAMS**

From time to time and under certain conditions, or as called for under Other Agreements, Mirachem may offer Customer discounts or otherwise special pricing consideration or sales terms. Customer shall be eligible to receive such special pricing considerations only upon compliance with any applicable conditions of such offer, and when properly indicated on Mirachem's Order Acknowledgment. In the event that a discounted or other promotional price

has been extended to Customer on an order that has not been paid for in full as required hereunder, Mirachem shall have the right to revoke such special pricing and impose its standard pricing and availability terms upon the unpaid order.

**VI. ELECTRONIC CHECK CLEARING**

Mirachem negotiates and clears checks electronically. By sending a check or other form of bank draft or physical payment instrument, you are authorizing Mirachem to use printed information to make a one-time electronic (Automated Clearinghouse - ACH) debit from the account and financial institution indicated on your payment instrument. This ACH debit shall be only for the amount indicated on the face of the physical payment instrument; no additional amounts may be added. This ACH debit will appear on your account statement as applicable, although your original payment instrument will not be presented to your institution, and as such, will not be returned to you.

If Mirachem's ACH debit is refused or otherwise dishonored by your financial institution, it will be handled according to Mirachem's policy on Dishonored Payments as described herein. If Mirachem cannot successfully process your payment instrument via an ACH debit due to technical or administrative reasons, a draft will be issued.

**VII. E-CHECK**

E-Check payments shall be treated, and shall be handled hereunder, in the same manner as a check or other payment draft presented to Mirachem for Electronic Check Clearing.

**VIII. CHARGEBACK**

In the event that Customer has a dispute with an amount charged to a credit or other payment card, they shall be obligated to contact Mirachem to try and resolve the problem prior to initiating a chargeback with the card issuer or other payment processor.

**IX. ASSIGNMENT**

Mirachem Invoices are not transferrable or assignable by Customer to any other third party without the prior written consent of Mirachem. Mirachem may, in its sole discretion and without additional notice, in the future, assign or delegate some or all of its rights or obligations hereunder to any Affiliate, successor, or assign.

**XVII. PUBLICATION AND MAINTENANCE**

Mirachem shall publish this entire policy on its website, and make copies reasonably available at no charge, upon request, to any interested party. Mirachem shall also maintain records regarding the versioning of this policy, and historical copies of previous versions and their applicable effective date(s).

**XVIII. EXPLICIT CONSENT NOT REQUIRED**

Customer's explicit consent to and/or acknowledgement of this policy is not required for it to have full force and effect.

**XIX. INTERPRETATION**

Whenever possible, each provision of this policy shall be interpreted so as to be effective and valid under applicable law, but if any portion of any provision shall be invalid or prohibited by applicable law, such portion shall not invalidate the remaining provisions. All headings contained herein are for reference purposes only and shall not affect the interpretation of this policy.

**XX. CHOICE OF LAW AND FORUM**

All aspects of this policy, including, without limitation, its enforcement, interpretation, and validity, shall be governed by the laws of the State of Arizona, United States of America or, to the extent applicable, federal law of the United States of America. In any litigation subsequently arising out of this policy, Mirachem and Customer hereby submit to the exclusive jurisdiction of the state or federal courts of Maricopa County, Arizona, United States of America.