

Plastics International
7600 Anagram Dr.
Eden Prairie Mn.55344-7309
(952) 934-2303 Fax (952) 934-2314

Terms and Provisions Governing the Purchase and Sale of Goods

- 1.) No returns will be accepted without authorization in writing signed by an officer or authorized representative of PLASTICS INTERNATIONAL.
- 2.) Seller shall not be liable for any delay in delivery of any part of the merchandise due to accidents, fires, strikes, Government regulations or other conditions or causes beyond control of the seller
- 3.) ALL MATERIALS ARE SOLD IN ACCORDANCE WITH TOLERANCES AND QUALITY STANDARDS FURNISHED FROM MANUFACTURERS.
- 4.) Claims of any kind or nature, except for latent defects, are specifically barred unless made in writing within 5 days after receipt of goods and in any event, prior to the altering of goods in any manner from the original condition of delivery. Claims for latent defects are barred unless presented within 90 days after the date of invoice.
- 5.) Title passes upon delivery to Carrier, irrespective of party selecting same.
- 6.) All shipments F.O.B PLASTICS INTERNATIONAL. At the address noted on the front of the invoice, unless otherwise specified.
- 7.) The purchaser agrees to be responsible for and to pay to the Vendor, in addition to the invoice amount, attorney fees of 33-1/3% of any unpaid invoices requiring collection.
- 8.) LIMIT OF LIABILITY – The limit of liability of Seller for defective merchandise shall be the difference in value on the contract date of delivery, between the goods specified and the goods actually delivered. The limit of liability of Seller for late delivery or any other breach shall be the difference, if any, between the contract price and the fair market price, on the contract date of delivery, of the goods delivered or to be delivered. In no event shall buyer be entitled to claim any other damages or any nature whatsoever or any consequential damages, and in no instance shall damages include profit on contemplated use or profit of any description.
- 9.) WARRANTIES: SELLER MAKES NO WARRANTY OF FITNESS OF GOODS SOLD HEREUNDER FOR ANY SPECIFIC PURPOSE OR THEIR MACHINEABILITY OR END USE UNLESS OTHERWISE EXPRESSLY STATED HEREIN AND IN THE ABSENCE THEREOF BUYER UNDERTAKES THE COMPLETE AND ENTIRE RESPONSIBILITY OF ASCERTAINING WHETHER THE GOODS PURCHASED HEREUNDER MEET THE REQUIREMENTS OR ARE SUITABLE FOR BUYER'S INTENDED USE.

Acceptance of Terms and Conditions

Owner/Principal Signature: _____

Print Name: _____

Date: _____

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CREDIT APPLICATION AND AGREEMENT

Applicant Company Name: _____

Billing Address: _____

Shipping Address: _____

Phone: _____ Fax: _____ E-Mail: _____

State of Incorporation: _____

Fed. Tax ID # _____ State Tax ID # _____

Social Security # (if not a Corporation) _____

Accounts Payable Contact: _____ Phone: _____

Trade References

1. Name: _____ Contact: _____ Phone: _____

2. Name: _____ Contact: _____ Phone: _____

3. Name: _____ Contact: _____ Phone: _____

Bank Reference:

Name: _____ Contact: _____

Phone: _____ Account # : _____

AGREEMENT AND GUARANTY

In the event any payment owing for goods sold is not paid when due, and is placed in the hands of an attorney for collection, the Applicant shall repay to Plastics International all costs and expenses of collection so incurred, including reasonable attorney's fees, whether or not the suit or legal proceeding is actually commenced on the collection thereof. Furthermore, to include the extension of credit by Plastics International, the undersigned principle of Applicant does hereby personally unconditionally guarantee the performance by Applicant of all terms and conditions of this Agreement.

Personal Guaranty:

Owner/Principal Signature: _____

Print Name: _____

Date: _____