

**Plastics International**  
7600 Anagram Drive  
Eden Prairie, MN 55344-7309  
(952) 934-2303 Fax (952) 934-2314

**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: \_\_\_\_\_

Accounts Payable E-mail for Invoices: \_\_\_\_\_

**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: \_\_\_\_\_

**PLASTICS INTERNATIONAL TERMS AND PROVISIONS GOVERNING THE PURCHASE AND SALE OF GOODS**

1. ORDER ACKNOWLEDGEMENTS MUST BE CONFIRMED AS SOON AS POSSIBLE AFTER RECEIPT TO ENSURE ACCURACY OF THE ORDER. ANY DISCREPANCIES MUST BE REPORTED IMMEDIATELY TO SELLER.
2. SELLER RESERVES THE RIGHT TO SHIP AND BUYER AGREES TO ACCEPT AN UNDER-OR-OVER-RUN OF ANY MATERIAL QUANTITY, UP TO AND INCLUDING 5%.
3. SHORTAGES OR ERRORS IN SHIPMENTS OR INVOICES MUST BE REPORTED IMMEDIATELY FOLLOWING RECEIPT.
4. BUYER MAY NOT RETURN PRODUCT WITHOUT SELLER'S PRIOR WRITTEN APPROVAL. BUYER'S REMEDY IS LIMITED TO REPLACEMENT OF PURCHASED GOODS OR A REFUND OF ITS PURCHASE PRICE, AS DETERMINED BY THE SELLER IN THEIR SOLE DISCRETION. ANY PRODUCT APPROVED FOR RETURN BY THE SELLER MUST BE IN THE SAME CONDITION AS WHEN IT WAS SHIPPED AND CREDIT WILL BE GIVEN ONLY FOR THE QUANTITY RETURNED.
5. CANCELLED OR CHANGED ORDERS MAY BE SUBJECT TO A RESTOCKING, CHANGE OR CANCELLATION CHARGE EVEN THOUGH THE ORDER MAY NOT HAVE BEEN SHIPPED YET. DUE TO THE CUSTOM NATURE OF MANY OF OUR PRODUCTS, CERTAIN ITEMS MAY NOT BE RETURNED ONCE SHIPPED, NOR CANCELLED IF ALREADY IN PRODUCTION.
6. SELLER SHALL NOT BE LIABLE FOR ANY LOSS CAUSED BY DELAY IN DELIVERY OF PRODUCT WHEN CAUSED BY CIRCUMSTANCES BEYOND SELLERS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, FIRE, STRIKES, ACTS OF GOVERNMENTAL OR MILITARY AUTHORITY, WEATHER, NATURAL DISASTERS, AND/OR DELAYS IN TRANSPORTATION OR IN PROCURING MATERIALS DUE TO RECALL, SHORTAGE OR OTHERWISE.
7. ALL MATERIALS ARE SOLD IN ACCORDANCE WITH STANDARD TOLERANCES AND QUALITY STANDARDS AS SPECIFIED BY THE MATERIAL MANUFACTURER.
8. IN THE EVENT OF A POSSIBLE MATERIAL DEFECT, SELLER WILL PROCESS THE BUYER'S CLAIM WITH THE APPROPRIATE MANUFACTURER OF THE MATERIAL. THE MANUFACTURER CLAIMS PROCESS MAY INCLUDE THE NEED TO HAVE SAMPLES OF MATERIAL SENT FOR ANALYSIS (AS WELL AS THE RETURN OF ALL AFFECTED MATERIAL) PRIOR TO ISSUING A CREDIT. AS AN INDUSTRY STANDARD, MANUFACTURERS DO NOT CREDIT BACK ANY LABOR, MACHINE CHARGES OR FACTORY OVERHEADS AS PART OF A MATERIAL DEFECT CLAIM. THE MANUFACTURER AND NOT SELLER HAVE THE FINAL AUTHORITY TO HONOR ANY MATERIAL DEFECT CLAIMS. SELLER'S MAXIMUM LIABILITY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCTS AT ISSUE.
9. CLAIMS OF ANY KIND OR NATURE, EXCEPT FOR LATENT DEFECTS, ARE SPECIFICALLY BARRED UNLESS MADE IN WRITING WITHIN 5 DAYS AFTER THE 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.
10. ALL SHIPMENTS ARE FOB SELLER'S FACILITY AND RISK OF LOSS OR DAMAGE SHALL PASS TO THE BUYER UPON DELIVERY OF THE PRODUCT TO A COMMON CARRIER. MATERIAL PRICES DO NOT INCLUDE TRANSPORTATION CHARGES, AND IF TRANSPORTATION ESTIMATES ARE INCLUDED, THEY ARE ESTIMATES ONLY AND ARE SUBJECT TO CHANGE. CLAIMS FOR LOSS OR DAMAGE IN TRANSIT MUST BE ENTERED AND PROSECUTED BY THE BUYER. SELLER WILL PROVIDE REASONABLE ASSISTANCE UPON REQUEST.
11. THE BUYER AGREES TO BE RESPONSIBLE FOR AND TO PAY TO THE SELLER, IN ADDITION TO THE INVOICE AMOUNT, REASONABLE ATTORNEY FEES & LEGAL & COLLECTION FEES SHOULD IT BECOME NECESSARY TO USE SUCH METHODS TO COLLECT ANY AMOUNTS PAST DUE.
12. **LIMIT OF LIABILITY - THE LIMIT OF LIABILITY OF SELLER FOR ANY CLAIMS SHALL NOT EXCEED THE PURCHASE PRICE PAID TO SELLER FOR THE PRODUCTS. IN NO EVENT SHALL BUYER BE ENTITLED TO CLAIM ANY OTHER DAMAGES OF ANY NATURE WHATSOEVER OR ANY CONSEQUENTIAL, SPECIAL OR PUNATIVE DAMAGES, AND IN NO INSTANCE SHALL DAMAGES INCLUDE PROFIT ON CONTEMPLATED USE OR PROFIT OF ANY DESCRIPTION.**
13. **WARRANTIES: SELLER MAKES NO WARRANTY OF FITNESS OF GOODS SOLD HEREUNDER FOR ANY SPECIFIC PURPOSE OR THEIR MERCHANTABILITY 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.**
14. THE SALE OF PRODUCTS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA (WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS) AND ANY CLAIM OR ACTION AGAINST SELLER MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS VENUED IN MINNEAPOLIS, MINNESOTA.

**Acceptance of Terms and Conditions**

Owner/Principal Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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



# Certificate of Exemption

**Purchaser:** Complete this certificate and **give it to the seller.**

**Seller:** If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked, and remains in force as long as the purchaser continues making purchases, or until otherwise cancelled by the purchaser.

Check if this certificate is for a single purchase and enter the related invoice/purchase order # \_\_\_\_\_.

If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make multiple purchases for a specific job. Enter the exempt entity, name and specific project:

Exempt entity name \_\_\_\_\_ Project description \_\_\_\_\_

<b>Please print</b>	Name of purchaser				
	Business address		City	State	Zip code
	Purchaser's tax ID number		State of issue	Country of issue	
	If no tax ID number, enter one of the following:	FEIN	Driver's license number/State issued ID number		
			state of issue	number	
	Name of seller from whom you are purchasing, leasing or renting				
Seller's address		City	State	Zip code	

**Type of business.** Circle the number that describes your business.

<b>Type of business</b>	01 Accommodation and food services	11 Transportation and warehousing
	02 Agricultural, forestry, fishing, hunting	12 Utilities
	03 Construction	13 Wholesale trade
	04 Finance and insurance	14 Business services
	05 Information, publishing and communications	15 Professional services
	06 Manufacturing	16 Education and health-care services
	07 Mining	17 Nonprofit organization
	08 Real estate	18 Government
	09 Rental and leasing	19 Not a business (explain) _____
	10 Retail trade	20 Other (explain) _____

**Reason for exemption.** Circle the letter that identifies the reason for the exemption.

<b>Reason for exemption</b>	A Federal government (department) _____	I Industrial production/manufacturing
	B Specific government exemption (from list on back) _____	J Direct pay permit # _____
	C Tribal government (name) _____	K Multiple points of use (services, digital goods, or computer software delivered electronically)
	D Foreign diplomat # _____	L Direct mail
	E Charitable organization # _____	M Other (enter number from back page) _____
	F Religious or educational organization # _____	N Percentage exemption
	G Resale	<input type="checkbox"/> Advertising (enter percentage) _____ %
	H Agricultural production	<input type="checkbox"/> Utilities (enter percentage) _____ %

**Sign here**

*I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY - If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)*

Signature of authorized purchaser	Print name here	Title	Date
_____	_____	_____	_____