

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: _____

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: _____ or Fax # _____

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: _____