

Terms and Conditions of Sale(s)

- 1) **PAYMENT PERIOD** – Terms extended will be Net 30 days unless otherwise authorized by Wagner Die Supply. Customer agrees to make payment in full to Wagner Die Supply for all amounts due according to Wagner Die Supply's invoice on or before net due date.
- 2) **SERVICE CHARGE ON LATE PAYMENT** – Customer agrees to pay a service charge on all amounts that are past due. Service charge shall be charged as 1.5% per month on past due balance. Customer agrees to pay a service charge of 3.5% of amounts due on orders later paid by credit card. No service charges for orders paying by credit card at the time of purchase.
- 3) **RETURNED CHECKS POLICY** – Customer agrees to pay a returned check fee of \$30 on all checks returned unpaid for any reason, including but not limited to non-sufficient funds, uncollected funds, stop payment and refer to maker.
- 4) **ORDERS EXCEEDING CREDIT LIMIT** – Wagner Die Supply is not obligated to ship orders that would otherwise cause customer's account to exceed the approved credit limit. In the event this is allowed, customer agrees that all amounts exceeding the limit will be immediately due and payable prior to shipping.
- 5) **PAST DUE ACCOUNT TERMS** – Accounts with balances 15 days past net due date will be converted to COD or credit card. Accounts with balances 30 days or more past net due date will be frozen and subsequent orders held until the account is brought current. Accounts past due 60 days or more may be referred to a collection agency and subject to additional legal action and costs. Frozen accounts must be brought current and undergo a new credit application process to reactivate the credit terms. If Customer should default in any payment(s) Wagner Die Supply has reserved the right to declare all invoice amounts due and payable without notice to Customer. Additionally, Customer will be responsible for all collection costs and attorney fees, whether suit is filed or not, in order to collect any delinquent amount.
- 6) **NOTIFICATION OF QUERIES AND COMPLAINTS** – Notification of queries and/or complaints must be conveyed to WAGNER DIE SUPPLY verbally or in writing within seven (7) days of receipt of goods and/or the invoice, whichever is the later, or the invoice will be due in full.

Agreement

The undersigned, as an inducement to obtain trade credit, warrants that the information submitted herein and on attachments is true and correct and that by signing below has agreed to all of the terms and conditions as set forth by Wagner Die Supply.

In addition, Wagner Die Supply and its' affiliates are authorized to contact appropriate credit reporting agencies, bank references, and trade references to assist in any credit investigation as deemed necessary with this application and may order a credit report in connection with this application and subsequent credit reports in connection with updating, renewing and reviewing the existing or future extensions of credit. Upon request, the name and address of the consumer credit reporting agency furnishing such report to Wagner Die Supply will be provided. The Federal Equal Credit Opportunity Act prohibits discrimination in any way in the granting of credit. The federal agency administering compliance with this law is the Federal Trade Commission, Washington, DC 20580. Law action will be followed in San Bernardino County, California.

Authorized Individual (Print Name)

Authorized Individual (Print Name)

Authorized Individual Signature

Authorized Signature

Date

Date

Personal Guaranty

The individual(s) signing this Credit Application hereby agree(s) to personally guaranty the payment of all obligations of the Credit Applicant to Wagner Die Supply.

Authorized Individual (Print Name)

Authorized Individual (Print Name)

Authorized Individual Signature

Authorized Signature

Date

Date

REQUIRED CUSTOMER INFORMATION

Please provide us with the following information on your business so we can better serve you with specific product information and services that pertain to your operations.

Company Name: _____

Primary Contact: _____ Title: _____

Phone: (____) _____, Ext: _____ E-Mail: _____

Business Type: *(Please check all that apply.)*

1. Diemaker Flat _____ or Rotary _____ 2. Diecutter _____ 3. Corrugated Carton _____ 4. Folding Box _____
5. Printer _____ 6. Gasket Mfg. _____ 7. Other _____

Plant Manager / Manufacturing

Buyer Name: _____ Contact: _____

Title: _____ Title: _____

Phone: (____) _____, Ext. _____ Phone: (____) _____, Ext. _____

E-Mail: _____ E-Mail: _____

Other contacts who would be involved with products purchased from Wagner Die Supply:

Name: _____ Name: _____

Title: _____ Title: _____

Phone: _____, Ext. _____ Phone: _____, Ext. _____

If your business is located in California, Illinois, Texas or Washington State and is reselling material purchased from Wagner Die Supply, please provide a copy of your Resale Certificate.

If your business is located in Mexico and reselling material purchased from Wagner Die Supply, please provide a Border States Agreement, a NAFTA Agreement, or a California Resale Certificate.