

CONFIDENTIAL CREDIT APPLICATION

Please print this document, sign and mail, fax (231-894-1719) or email (credit@mastertag.com) to MasterTag Credit for your customer file.

Type of Business: ☐ Wholesale only ☐ Wholesale / Retail ☐ Retail only

Business Name _____ Business Phone _____ Residence Phone _____

E-Mail Address _____ Fax _____

Address _____ P.O. Box _____ City _____ State _____ Zip _____

Owner _____ Owner Since (Date) _____ D&B Rated _____ Credit Limit _____

If you have previously done business with MasterTag®, under what name _____

Order Acknowledgements: ☐ by fax _____ ☐ by email: _____

Name of Bank _____ Phone _____ Contact _____

Address _____ City _____ State _____ Zip _____

Bank Account Number CHECKING _____ SAVINGS _____ OTHER _____

Are financial statements available? ☐ YES ☐ NO If yes, enclose two years of audited comparative financial statements.

Have you ever filed bankruptcy? ☐ YES ☐ NO If yes, please explain.

Full name and address of firms from which your company buys on open credit. Credit cards, finance companies, and banks are not trade references.

1. NAME _____ ACCOUNT # _____

Address _____ City _____ State _____ Zip _____

E-Mail Address _____ Phone _____ Fax _____

2. NAME _____ ACCOUNT # _____

Address _____ City _____ State _____ Zip _____

E-Mail Address _____ Phone _____ Fax _____

3. NAME _____ ACCOUNT # _____

Address _____ City _____ State _____ Zip _____

E-Mail Address _____ Phone _____ Fax _____

It is necessary for you to authorize your credit sources to extend credit information to us. **PLEASE SIGN THE AUTHORIZATION BELOW FOR THIS PURPOSE.**
Upon request by MasterTag, I hereby authorize you to supply information to them regarding any transactions with you, including information regarding credit extended, and activity, without liability on your part.

Business Name _____ Address _____

City _____ State _____ Zip _____

Authorized Signature _____

TERMS & CONDITIONS: All terms are subject to the Terms and Conditions published in our MasterTag Product Lister. This application is made with the understanding that all charges are due and payable according to the terms of each invoice, which is subject to an account service charge at the rate of 1.5% per month (annual rate 18%), or the highest amount allowable by law. In addition, the customer agrees to pay for all costs, collection fees, reasonable attorney fees, an other losses or expenses incurred should collection action become necessary.

The undersigned authorizes inquiry as to credit information. We further acknowledge that credit privileges, if granted, may be withdrawn at any time and certify the information above to be true.

This is to certify that I am a principal in the above business and I do personally guarantee this account.

AUTHORIZED SIGNATURE _____ DATE _____

PRINTED NAME _____

OFFICE USE ONLY

DATE _____ ☐ CREDIT OK ☐ CREDIT REFUSED LIMIT _____ INITIATED BY _____

effective July 1, 2009
revised May 1, 2015

USE BLACK INK PEN, NOT PENCIL WHEN FILLING OUT APPLICATION

Terms & Conditions of Sale

INTERNATIONAL MASTER PRODUCTS CORPORATION (the "Seller") TERMS & CONDITIONS OF SALE ("Sale Terms")

1. **Acceptance; Agreement.** Seller's commencement of work on the goods subject to any Purchase Order or shipment of goods pursuant thereto, whichever occurs first, shall be deemed an effective acceptance of any Purchase Order. All Orders are subject to acceptance by Seller. Any acceptance of such Purchase Order is limited to acceptance of the express terms contained herein and therein and in any attachments hereto. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the terms of these Sale Terms in Buyer's Purchase Order is hereby objected to and rejected.
2. **Binding Orders; Prices.** Except for termination for cause by Buyer, all Purchase Orders shall be considered firm and binding upon acceptance. If Buyer cancels any Purchase Order, Buyer shall be responsible for the full price of such Purchase Order. Seller reserves the right to revise prices. All prices are stated in U.S. Dollars. Custom quantities of tags printed are subject to a 2% under run. No overrun print or invoice charges will be practiced or applied. Buyer quantities of all items like adhesives, banners, posters, etc. are subject to a 10% over/under print run and invoicing for the actual count produced.
3. **Termination for Cause.** Either party may terminate any Purchase Order for default in the event of breach by the other party of these Sale Terms or the terms of such Purchase Order which has not or cannot be cured within thirty (30) days of the non-breaching party's written notice thereof, or in the event of insolvency, bankruptcy, or receivership of a party, which termination shall be effective upon written notice to such party.
4. **Payment and Shipment.** Buyer shall make payment net 30 days from the later of (i) receipt of a valid invoice or (ii) receipt of the shipment. Delinquent payments shall enable Seller to suspend all further deliveries. Seller shall be entitled to recover interest on amounts past due at a rate of 1.5% per month (18% per annum) or the highest amount allowed by law. In addition the Buyer shall pay all costs, collection fees, reasonable attorney fees and other losses and expenses incurred in collection. Delivery to the Buyer shall be deemed complete and the risk shall pass to the customer EXW Seller's facility. Seller will not accept any responsibility for damage occurring in or delays in delivery, or for shortage of goods due to reasons beyond Seller's control. Delay, default, or defect in one or more deliveries shall not affect the balance of an Order. There will be a handling charge for all COD shipments.
5. **Warranty.** Seller warrants that all goods and services furnished under any Purchase Order will conform to the specifications for one year from the date of manufacture. Seller agrees, as Buyer's sole and exclusive remedy, to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer within the warranty term. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW OR EXPRESSLY SET FORTH IN THESE SALE TERMS, THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS OF PURPOSE, TO THE FULLEST EXTENT PERMITTED BY LAW. No returns accepted without prior authorization, which is at the sole and exclusive discretion of Seller.
6. **Force Majeure.** Except for non-payment of undisputed monies owed, Seller shall not be responsible or liable to the Buyer for failure or delay in performance of its obligations under the Agreement because of circumstances beyond its reasonable control, including, but not limited to, acts of God, flood, fire, accident, embargoes, sabotage (including, but not limited to computer viruses and other malware), governmental action, or the effect of any laws, ordinances or regulations which restrict or prohibit the transactions contemplated by the Agreement. In the event that Seller is unable substantially to perform for any of the reasons described in this Section, it shall notify Buyer promptly, in writing, of such inability to perform and shall use reasonable commercial efforts to remove or correct the cause of its inability to perform and shall resume performance hereunder as soon as practicable whenever such cause is removed or corrected.
7. **Entire Agreement, Ambiguity, Waiver.** These terms and conditions, together with all agreements entered into contemporaneously, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of any term of these Sale Terms or any Purchase Order shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of these Sale Terms or any Purchase Order shall be deemed or shall constitute a waiver of any other provision (whether or not similar) hereof or thereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. In the event of any conflict or ambiguity, the terms of these Sale Terms shall supersede any Purchase Order.
8. **Assignments and Subcontracting.** No part of any obligation under the Sale Terms or any Purchase Order may be delegated, assigned or subcontracted without the prior written approval of the other party.
9. **Invalidity.** In the event that any one or more of the provisions contained in this Agreement or any Purchase Order, or in any other instrument referred to herein, shall, for any reason, be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of these Sale Terms or any Purchase Order or any other such instrument.
10. **Indemnity.** Buyer will indemnify and hold Seller and its employees and agents harmless and defend Seller if requested, as to any claims, damages, liabilities, and expenses (including attorney's fees) incurred by, or asserted against, Seller because of (i) Buyer's breach of these terms, (ii) any claim of infringement relating to the goods to the extent the goods contain any of Buyer's designs or intellectual property, or (iii) Buyer's negligence or misconduct.
11. **Limitation on Seller's Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE THEORY OF RECOVERY. SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THESE SALE TERMS OR ANY PURCHASE ORDER OR FROM THE PERFORMANCE OR BREACH HEREOF OR THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE GOODS WHICH GIVE RISE TO THE CLAIM. SELLER SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION.
12. **Governing Law and Venue.** This Agreement will be deemed to have been made in, and will be construed pursuant to, the laws of the State of Michigan and the United States without regard to conflicts of laws provisions thereof. Any suit or proceeding arising out of or relating to this Agreement will be commenced in a federal or state court in Grand Rapids, Michigan and each party irrevocably submits to the jurisdiction and venue of these courts. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods.

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