

# Pro Seal & Plastics, LLC

3702 Vanguard Drive - Fort Wayne, Indiana 46809

Phone: (260) 436-7805 Fax: (260) 436-9046

E-Mail: [sales@prosealplastics.com](mailto:sales@prosealplastics.com)

## Terms & Conditions of Sale

### 1. General

- A. Customer purchase orders are binding only after written acceptance by Pro Seal & Plastics. Verbal orders shall not be deemed accepted until confirmed in writing by Pro Seal & Plastics.
- B. Prices are effective from the date of publication and are subject to change without notice.
- C. The minimum order requirement is \$20.00 with a minimum line requirement is \$5.00.
- D. Pro Seal & Plastics reserves the right, without prior notice, to:
  - a. Change and/or revoke any price.
  - b. Change and/or revoke any provision contained herein.
  - c. Discontinue shipments to any customer.
  - d. Resolve any inconsistencies, conflicts or ambiguities.
- E. Special orders are subject to Pro Seal & Plastics requirements such as, but not limited to, minimum quantities and extended delivery times. On special orders, Pro Seal & Plastics reserves the right to over ship 10% or under ship 10% of the purchase order quantity and invoice accordingly. Special orders are subject to cancellation charges. Special orders and non standard item orders cannot be cancelled and are not eligible for return without prior written approval by Pro Seal & Plastics.

### 2. Payment Terms

- A. For customers with established credit terms are Net 30 Days from the invoice date. A 1% discount may be applied if payment is received by Pro Seal & Plastics within 10 days of the invoice date.
- B. If credit is not established, Pro Seal & Plastics offers C.O.D. for standard off the shelf items. No discount is allowed on C.O.D. orders. For special orders, payment in advance plus the estimated freight charges shall accompany the purchase order.
- C. Pro Seal & Plastics accepts Visa and MasterCard as a method of payment.
- D. Wire transfer payments will require an additional \$25.00 wire transaction charge.
- E. Pro Seal & Plastics reserves the right to revoke any credit extended to the customer if the customer fails to pay for any shipment when due. If there is any adverse change in the customer's financial condition, Pro Seal & Plastics shall have the right to suspend further shipments until receipt of adequate assurance of customer's ability to pay for goods and/or services.
- F. Payment terms are specified on the invoice. Any invoice not paid when due is subject to a late payment charge of 1.5% per month, or if such rate is greater than the maximum permitted by applicable law, than at the highest rate allowed by applicable law. In the event the customer fails to make full payment when due and Pro Seal & Plastics employs a collection agency or attorney to assist in collection of the past due account, customer agrees to pay all of Pro Seal & Plastics cost of collection, including collection agency fees, attorney fees and court costs.

### 3. Shipping

- A. Unless otherwise provided on the face hereof, delivery shall be made F.O.B. at Pro Seal & Plastics warehouse or manufacturing facility.
- B. Regardless of the method of delivery, the risk of loss shall pass to customer upon Pro Seal & Plastics delivery to a common carrier.
- C. The customer is responsible for inspecting the merchandise upon receipt. The customer shall insist that visible damage be noted on its copy of the freight bill. If the product has been lost or damaged in transit, the customer must file the claim with the carrier, as Pro Seal & Plastics bears no responsibility for any such loss or damage.
- D. All freight and insurance charges shall be invoiced to the customer or shipped freight collect to the customer.
- E. A \$2.00 handling charge is applied to each shipment in addition to the freight charge.
- F. Any delivery dates are approximations only and Pro Seal & Plastics shall have no liability for any delays in delivery.

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- G. Any quantity shortages, omissions or incorrect items shall be reported to Pro Seal & Plastics within 30 days of delivery. Claims for shortages or omissions shall not be considered if written notification is not received within the 30 day period. Billing errors shall be reported in writing within 30 days of invoice. The sales order number and invoice number are to be referenced on all claims.

## 4. Warranty

- A. Pro Seal & Plastics warrants the items sold hereunder shall be free from defects in material or workmanship at the time of delivery. This warranty comprises the sole and entire warranty pertaining to items provided hereunder. Pro Seal & Plastics makes no other warranty, guarantee, including but not limited to, merchantability and fitness for purpose, whether express, implied, or arising by operation of law, trade usage, or course of dealing are hereby disclaimed.
- B. Notwithstanding the forgoing, there are no warranties whatsoever on items built or acquired wholly or partially to customer's designs or specifications.

## 5. Limitation Of Remedy

- A. Pro Seal & Plastics liability arising from or in any way connected with the item sold or this contract shall be exclusively to repair or replacement of the items sold or refund of the purchase price paid by the customer at Pro Seal & Plastics sole option.
- B. In no event shall Pro Seal & Plastics be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or items sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.

## 6. Returns

- A. No returns shall be accepted without a Pro Seal & Plastics Return Goods Authorization Number (RGA #) clearly affixed to the shipping carton. The RGA # is good for 30 days from the date of issue.
- B. Customer must ship all authorized returns prepaid and shall insure the shipment for full value of the product being returned.
- C. Products returned for warranty claim must include Pro Seal & Plastics Invoice. Items shall be inspected by Pro Seal & Plastics and if found to be defective, shall be handled under Pro Seal & Plastics standard warranty policy.
- D. All items returned that are not defective shall be subject to a restocking charge.

## 7. Modification Of Terms

- A. This contract constitutes the entire agreement between parties, all prior representations and understandings are contained herein. It may not be modified or terminated except in writing by a duly authorized representative of Pro Seal & Plastics. This contract shall be governed by and construed according to the laws of the State of Indiana.

## Acceptance

I certify that the information provided is correct. I understand the payment terms of Pro Seal & Plastics, LLC and agree to meet the terms of payment and to pay any finance charges which may accrue on past due invoices and to pay any fees incurred in the collection of such invoices.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Agreed & Accepted

\_\_\_\_\_  
Location

\_\_\_\_\_  
Phone Number