



*Every Customer..  
Is Our Most Important Customer!*

### Terms and Conditions of Sale

1. Stenographic and clerical errors are subject to correction.
2. Prices quoted herein are firm for a period of 60 days except that any change of specifications shall cause prices to be revised accordingly.
3. Seller reserves the right to periodically review all prices and may adjust prices to reflect changes in costs of labor, materials, utilities, taxes, packaging, freight and other costs which may affect the prices quoted.
4. Prices quoted are based on seller's standard packaging.
5. Credit – Buyer agrees to make prompt payment in accordance with the terms hereof, seller reserves the rights to modify or withdraw credit any time when, in the sellers' opinion, such action is warranted. Standard terms are net 30 days.
6. Warranty and liability – Seller warrants that parts shipped shall meet seller's standard quality level or such other quality level which has been agreed to in writing by seller, limit of sellers' liability, shall be charged to seller WAC.
7. In the event of buyer rejection of parts shipped, no return may be made except by agreement of seller, in such a case; seller shall specify means of transportation for return shipment.
8. Unless otherwise agreed to in writing, seller is to be permitted a 10% over-run or under-run leeway on the quantities ordered and buyer agrees to accept such over-run or under-run as fulfillment of order.
9. In the event of conflict between terms and conditions stated on this quotation and those of buyers, the terms and conditions of seller shall prevail unless otherwise agreed to in writing by the seller.
10. If it becomes necessary to commence action to collect any unpaid balance, the applicant agrees to pay all costs of collection, including court costs, reasonable attorney's fees, interest at the rate of 1-1/2% per month (18% APR) on any unpaid balance, and all collection company charges. This agreement shall be interpreted and enforced in accordance with the laws of the state of Utah. Venue will be at the sole discretion of ADR Packaging, LLC.

Accepted By: \_\_\_\_\_

For: \_\_\_\_\_

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

**WITHOUT SIGNING AND DATING, THIS CREDIT APPLICATION CANNOT BE PROCESSED**