



Mail 1335 Eagandale Court, Eagan, MN 55121-1353
Tele 651.289.3100 Fax 651.289.3777

Terms and Provisions Governing the Purchase and Sale of Goods

- 1.) No returns will be accepted without authorization in writing signed by an authorized representative of Lion Engineering Plastics.
- 2.) Seller shall not be liable for any delay in delivery of any part of the merchandise due to accidents, fires, strikes, Government regulations or other conditions or causes beyond control of the seller
- 3.) ALL MATERIALS ARE SOLD IN ACCORDANCE WITH TOLERANCES AND QUALITY STANDARDS FURNISHED FROM MANUFACTURERS.
- 4.) Claims of any kind or nature, except for latent defects, are specifically barred unless made in writing within 5 days after 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.
- 5.) Title passes upon delivery to Carrier, irrespective of party selecting same.
- 6.) All shipments F.O.B Lion Engineering Plastics. At the address noted on the front of the invoice, unless otherwise specified.
- 7.) The purchaser agrees to be responsible for and to pay to the Vendor, in addition to the invoice amount, attorney fees of 25% of any unpaid invoices requiring collection.
- 8.) LIMIT OF LIABILITY – The limit of liability of Seller for defective merchandise shall be the difference in value on the contract date of delivery, between the goods specified and the goods actually delivered. The limit of liability of Seller for late delivery or any other breach shall be the difference, if any, between the contract price and the fair market price, on the contract date of delivery, of the goods delivered or to be delivered. In no event shall buyer be entitled to claim any other damages or any nature whatsoever or any consequential damages, and in no instance shall damages include profit on contemplated use or profit of any description.
- 9.) WARRANTIES: SELLER MAKES NO WARRANTY OF FITNESS OF GOODS SOLD HEREUNDER FOR ANY SPECIFIC PURPOSE OR THEIR MACHINEABILITY 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.

Acceptance of Terms and Conditions

Owner/Principal Signature _____ Date _____

Printed Name _____ Title _____



U.S. BUSINESS CREDIT APPLICATION

Please complete and return

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Company Information

			Date _____
Company Name _____		Branch/Division _____	
Shipping Address _____	City _____	State _____	Zip Code _____
Billing Address _____	City _____	State _____	Zip Code _____
Phone _____	Fax _____	Email _____	
State of Incorporation _____	Fed Tax ID# _____	State Tax ID# _____	
Social Security # (if not a corporation) _____			Is a P.O. # Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
Name of Buyer _____		Credit Amount Requested \$ _____	
Name of Accounts Payable Contact _____		Phone _____	Email _____

Bank Reference

Bank _____	Contact _____
Phone _____	Fax _____

Trade References

Company Name _____	Contact _____	
Phone _____	Fax _____	Email _____

Company Name _____	Contact _____	
Phone _____	Fax _____	Email _____

Company Name _____	Contact _____	
Phone _____	Fax _____	Email _____

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 Lion Engineering Plastics 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 Lion Engineering Plastics, 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 _____	Date _____
Name (printed) _____	Title _____