



CREDIT APPLICATION

Company Name: _____ (the "Applicant")
Company Address: _____
City: _____ State: _____ Zip: _____
Phone #: _____ Fax #: _____
Type of Entity: Corp _____ Partnership/LLP _____ LLC _____ Proprietorship _____
State in which Company is legally organized: _____
Federal Tax ID #: _____ Date Business Established: _____
Do you require purchase orders? _____ Credit Amount Requested: _____
Are Purchases Tax Exempt? _____ If yes, please supply your State Tax Exemption Certificate

CONTACTS:

Principal: _____ Email: _____
Principal: _____ Email: _____
Accounts Payable: _____ Email: _____

TRADE REFERENCES:

Business Name: _____

Address: _____

Phone #: _____ Fax #: _____

Email: _____

Business Name: _____

Address: _____

Phone #: _____ Fax #: _____

Email: _____

Business Name: _____

Address: _____

Phone #: _____ Fax #: _____

Email: _____



BANK INFORMATION

Bank Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Fax #: _____

Account #: _____

Federal Tax ID #: _____

Bank Contact: _____

Email: _____

THE APPLICANT HEREBY AUTHORIZES THE BANK TO RELEASE TO ILLING COMPANY INC ALL INFORMATION REQUESTED. ALL INFORMATION WILL BE KEPT CONFIDENTIAL. BELOW SIGNATURE MUST BE AN AUTHORIZED SIGNER ON THE BANK ACCOUNT LISTED ABOVE.

Signature

Date

Principal Name

Title



NEW CUSTOMER INFORMATION

* Required Fields

*Legal Business Name:
*Bill To Business Name:
*Street or PO Box:
*City, State, Zip Code:
*Delivery Address (if different from Bill To Address):
*Street:
*City, State, Zip Code:
Company Website Address:
*Accounts Payable Contact Name:
*Accounts Payable Phone Number:
*Accounts Payable Email Address(es):
*Sales Tax Exemption Status: _____ No _____ Yes (*Attach Copy of Certificate)

In an effort to “Go Green” Illing Packaging will email customer invoices to the Accounts Payable Email Address(es) provided. Illing Company accepts the following forms of payment: ACH, Wire Transfer, Company Check. **Please contact accounting at accounting@illingpackaging.com or 262-253-4233 to setup ACH payments.**

Our payment remittance address is:

**Illing Company Inc
PO Box 772347
Detroit MI 48277-2347**



AGREEMENT

Applicant understands that credit terms are net thirty (30) days and if not paid within that time are considered past due. Interest shall accrue at the rate of 1.5% per month (18% annually) on any unpaid balance. It is understood and agreed that the Applicant will be responsible for payment of all collection costs and reasonable attorneys' fees in the event that it becomes necessary to place this account with an agency or attorney at law for collection.

Illing Company, Inc. (d/b/a Illing Packaging) ("Illing") reserves the right in its sole discretion to cancel/reduce credit and refuse to make future credit sales. In consideration of Illing extending credit to Applicant, the undersigned hereby guarantees the prompt performance of the duties and obligations of the Applicant as set forth herein, including payment to Illing by Applicant. Further, by signing below, both the Applicant and any and all guarantors agree that any and all disputes relating to this account shall be governed by the laws of the State of Wisconsin, and the appropriate venue for such dispute shall be Washington County, Wisconsin.

The Applicant hereby certifies and acknowledges that it has received, reviewed, and agrees to be bound by Illing standard Terms and Conditions, a copy of which is attached hereto. Illing's Terms and Conditions shall supersede and replace any conflicting language contained in any purchase order or other instrument submitted by Applicant. Further, no conditions, usage of trade, course of dealing or performance, understanding, or other agreement purporting to modify, vary, explain, or supplement the terms or conditions of these Terms and Conditions shall be binding unless hereafter made in writing and signed by Illing, and no modification shall be effected by the acknowledgement or acceptance of a purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. The person executing this Agreement on behalf of Applicant represents and warrants that he or she has complete and full authority and capacity to act on behalf of and to bind Applicant. Copies of signatures transmitted via facsimile, DocuSign, or PDF format via electronic mail shall be and are deemed sufficient and fully enforceable against the signator.

APPLICANT:

Company Name: _____

By: _____

Name: _____

Title: Authorized Representative

Date: _____

PERSONAL GUARANTOR:

THE UNDERSIGNED HEREBY PERSONALLY GUARANTEES PAYMENT OF ANY AND ALL OBLIGATIONS OF THE APPLICANT DUE TO ILLING.

Sign: _____

Print: _____

Date: _____

Thank you for your cooperation, we appreciate the opportunity to serve your business needs. Please submit this complete Credit Application to your sales representative.



TERMS AND CONDITIONS

LAST UPDATED: October 18, 2021

Illing Company, Inc. dba Illing Packaging is referred to herein as the "Seller" and the customer is referred to herein as "Buyer." Buyer's acceptance of goods sold by Seller shall manifest Buyer's assent to these Terms and Conditions. These Terms and Conditions shall supersede all terms and conditions contained in any purchase order or other documentation submitted by Buyer. Any proposal by Buyer for additional or different terms or attempt by Buyer to vary any of the terms set for herein shall not operate as a rejection of these Terms and Conditions and these Terms and Conditions shall be deemed accepted by Buyer without said additional or different terms. Some provisions of these Terms and Conditions vary depending upon the origin of the goods. Unless an order verification report expressly states that the goods are supplied to Seller by an international manufacturer (designated on such order verification report as INTLSOURCE), the goods supplied under all purchase orders shall be Domestically Sourced Goods (as defined herein).

- 1. BUYER'S CREDIT:** Seller reserves the right, among other remedies either to terminate this contract or to suspend further deliveries under it in the event Buyer fails to pay for any one shipment when the same becomes due. Buyer agrees to any interest on all past due accounts at the rate of one and a half percent (1.5%) per month (18% annually) (or the maximum lawful rate if lower). Buyer further agrees to pay all costs of collection including reasonable attorneys' fees and court costs. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future deliveries and for the goods theretofore delivered.
- 2. SHIPMENTS:** All shipments are F.O.B. shipping point unless otherwise specified. Title to the goods and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at such shipping point. All delivery dates are estimates for approximate dates of delivery and do not constitute a guarantee of delivery on such dates. Seller shall not be responsible for shipping damage.
- 3. WEIGHT AND CONTAINERS:** The terms of this Section vary depending upon the origin of the goods: (A) For goods that are supplied to Seller by a domestic manufacturer ("Domestically Sourced Goods"), the following shall apply: All weights and dimensions supplied by the manufacturer are assumed correct. Seller shall not be responsible for any reweigh fees incurred by Buyer. Where returnable containers are used in shipment, title to such containers shall remain in Seller, and a deposit in the amount required by Seller must be made at the time payment is tendered for the goods. Such containers must be kept in good conditions, must not be used for any material other than the goods shipped therein and must be returned within sixty (60) days from date of shipment at Buyer's cost. On such containers being so returned in good condition, a refund of the deposit will be made; (B) For goods that are supplied to Seller by an international manufacturer, which shall be expressly set forth as INTLSOURCE on the order verification report ("Internationally Sourced Goods"), the following shall apply: All weights and dimensions supplied by the manufacturer are assumed correct. Seller shall not be responsible for any reweigh fees incurred by Buyer.
- 4. DECORATIONS; CONTENTS:** Seller, upon Buyer's request, may affix decorations to the goods such as labels or silk screens ("Decorations"). Buyer acknowledges and agrees that it is solely responsible for the Decorations' content and that the Decorations do not infringe the rights of any third party. Buyer agrees to indemnify and hold Seller harmless from any claims, damages, causes of actions, including attorneys' fees, arising from any claims that the Decorations infringe upon the rights of any third party. It is the policy of Seller that the Buyer has the sole responsibility for determining the adequacy of the products for Buyer's particular use. All materials should be tested and approved under the user conditions by Buyer. Buyer is in the position to know or make this determination because of peculiar knowledge of such matters as: (A) product formulation; (B) intended use; (C) filing, assembly, and packaging operations; (D) shipping and storage conditions; (E) method of merchandising including handling and shelf life; and (F) control over any warnings to be given concerning the use and handling of products and container; and over the adequacy of such warnings. Pricing is subject to change upon inspection of the actual bottles and artwork.
- 5. INSPECTION:** The terms of this Section vary depending upon the origin of the goods: (A) For Domestically Sourced Goods, the following shall apply: Seller, upon receipt of goods from the manufacturer, consistent with Seller's standard protocol and industry practices, will not open any packaging to conduct a visual inspection of the goods with regards to stock packaging. Seller is not responsible for quality inspection of the goods from the manufacturer. Notwithstanding the foregoing, Seller may, in limited circumstances, perform a visual inspection for any value add or decoration performed outside of the stock package protocol; (B) For Internationally Sourced Goods, the following shall apply: Seller, upon receipt of goods from the manufacturer, may open any packaging to conduct visual and physical quality inspections of the goods. Seller shall have the right to retain three (3) production samples from each shipment. Buyer shall be responsible for the purchase of up to a ten percent (10%) overage of goods per purchase order. No order shall be subject to rejection for being incomplete unless the under receipt is in excess of ten percent (10%) for such purchase order.
- 6. CANCELLATIONS/RETURNS:** The terms of this Section vary depending upon the origin of the goods: (A) For Domestically Sourced Goods, the following shall apply: Buyer may, within thirty (30) days of Buyer's receipt of the goods, return the goods in its new, original, unopened condition for a credit with the Seller in the amount of the returned goods. In the event the condition of the goods is unsatisfactory to Seller, in its sole discretion, Seller may reject the returned goods and send back to Buyer at Buyer's cost. A restocking fee of twenty percent (20%) will apply to all returns. Transportation charges for the return of goods shall not be paid unless authorized in writing in advance by Seller; (B) For Internationally Sourced Goods, the following shall apply: Buyer may only cancel a purchase order within forty-eight (48) hours of placing an order to Seller. Failure of Seller to receive cancellation notice from Buyer within forty-eight (48) hours of Buyer places any order, shall bind Buyer to these Terms and Conditions and any other obligations that result from the purchase order, including, without limitation, full payment for the goods. If the goods do not meet Buyer's specifications or Buyer reasonably determines the goods are defective, after confirmation of same by Seller, then Buyer may, within thirty (30) days of Buyer's receipt of the goods, return the goods in its new, original condition for a credit with the Seller in the amount of the returned goods. In the event the condition of the returned goods is unsatisfactory to Seller, in its sole discretion, Seller may reject the returned goods and send back to Buyer at Buyer's cost. Transportation charges for the return of goods shall not be paid unless authorized in writing in advance by Seller.
- 7. LIMITED WARRANTY:** Subject to the limitations set forth in Section 8, below, Seller warrants for a period of 6 months from the date the purchased goods are shipped from the manufacturer, that the goods will: (A) vest in Buyer good and valid title, free and clear of any lien, security interest or encumbrance; (B) be in conformance with any applicable specifications approved in writing by the parties or if no written specifications have been approved in writing by the parties, then any current specifications published by Seller or any reasonable, recognized and applicable industry standard; and (C) be free from defects in workmanship and design. Seller shall also transfer all manufacturer warranties for the goods and/or services to Buyer and Seller will facilitate the processing of any of Buyer's covered warranty claims with the manufacturer. **EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MANUFACTURER'S DEFECTS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, WHETHER USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES. MOREOVER, NOTWITHSTANDING ANY COMMUNICATIONS BETWEEN THE PARTIES, BUYER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER GOODS SOLD HEREUNDER ARE SUITABLE FOR THE MATERIALS BEING PLACED IN THEM BY OR AT THE DIRECTION OF BUYER OR THE ULTIMATE USER AND FOR DETERMINING THE PROPER METHODS OF FILLING THE GOODS AND THE CLOSURES TO BE USED ON THE GOODS, TAKING INTO ACCOUNT THE LIKELY STORAGE AND USE OF THE FILLED GOODS BY BUYER, THE PACKAGER AND THE ULTIMATE USER.**
- 8. LIMITATION OF LIABILITY:** (A) Within ten (10) days after receipt of each shipment of the goods, Buyer shall examine such goods for any damage, defect, or shortage. All claims for any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) shall be deemed waived unless made in writing and received by Seller within thirty (30) days after Buyer's receipt of the goods, in respect to which such claim is made, or, if such claim is for non-delivery of such goods, within thirty (30) days after the date upon which such goods were to be delivered. Failure of Seller



- to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, further manufacture, other use or resale of the goods shall have taken place; **(B) BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES, AND SELLER'S TOTAL LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT SELLER HAS RECOVERED FROM THE MANUFACTURER OF THE GOODS IN RESPECT TO WHICH SUCH CAUSE ARISES, OR, THE REPAIR OR REPLACEMENT OF SUCH GOODS, WHICH, FOR PURPOSES OF CLARITY, SHALL ALSO BE LIMITED TO THE AMOUNT OF THE MANUFACTURER'S COVERAGE, AND IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE;** (C) Seller shall not be liable for, and Buyer assumes liability for and shall indemnify and hold harmless Seller from, any claims, suits, actions, expenses, costs (including attorneys' fees), damages and liabilities resulting from or connected with (i) to the extent Seller provides labeling/decorating services, the content of the label, including, but not limited to, the label content's being in compliance with all laws (ii) the handling, transportation, possession, processing, further manufacture, other use or resale of the goods including personal injury and property damage irrespective of whether the goods are used alone or in combination with any other substance or material, (iii) Buyer's willful misconduct, negligence or violation of law, (iv) Buyer's breach of any terms of these terms and conditions or any Supply Agreement; (D) If Seller furnishes technical or other advice to Buyer, whether or not at Buyer's request, with respect to processing, further manufacture, other use or resale of the goods, Seller shall not be liable for, and Buyer assumes all risk of, such advice and the result thereof.
- 9. FREIGHT AND TAXES:** Any increase in freight rates paid by Seller on shipments covered by this contract and hereafter becoming effective and any tax or governmental charge or increase in same (excluding any franchise or income tax or other tax or charge based on income) that (a) increase the cost to Seller of producing, selling, or delivering the goods or of procuring materials used therein; or (b) are payable by Seller because of the production, sale, or delivery of the goods such as Sales Tax, Retailer's Occupational Tax, Gross Receipts Tax, or Value Added Tax, may, at Seller's option, be added to the price of goods herein specified. For Internationally Sourced Goods, Buyer acknowledges and agrees that as of actual ship date for the goods, the freight and container cost may have fluctuated from the quoted price supplied by Seller and/or the purchase order pricing accepted and acknowledged by Seller. Seller reserves the right to, at any time prior to shipment of the goods, adjust the freight and container costs accordingly (whether increased or decreased) regardless of Seller's acceptance of any purchase order pricing or pricing quote, to reflect the actual freight and container costs of each specific shipment, and Buyer agrees to pay Seller an amount consistent with such increase or decrease in freight consistent with the terms herein.
- 10. BUYER INVENTORY:** As a courtesy to Buyer, Seller may, in limited circumstances and in Seller's sole discretion, fulfill a Buyer's order through the manufacturer and retain a portion of the goods from such order on Seller's premises for a period of time. Seller shall hold title to such goods until such time as Buyer takes possession and makes full and final payment to Seller for such goods. Notwithstanding the foregoing, at any time, upon 30 days prior notice provided by Seller to Buyer, Buyer shall remove such goods from Seller's premises at Buyer's sole cost and submit payment for such goods in full. In the event Buyer fails to timely remove such goods, Seller shall be entitled to charge, and Buyer shall be responsible for payment of a storage fee, as reasonably determined in Seller's sole discretion, which storage fee shall be due and payable within five (5) days of Seller's invoice for the same.
- 11. PRICES AND PACKAGING:** The prices, point of delivery, terms of payment and packing instructions for each shipment of goods shall be in accordance with Seller's schedules and instructions for such goods in effect at the time of each such shipment. Such schedules and instructions may be revised from time to time by Seller. Seller may revise pricing prior to the shipment date upon circumstances set forth in Section 12. If Seller desires to revise the applicable price, point of delivery or terms of payment for the goods hereunder prior to the shipment date, but it is restricted to any extent against so doing by reason of any governmental law, regulation, order or action, or if the price, point of delivery, or terms of payment in effect under this contract are altered by reason of any governmental law, regulation, order or action, Seller shall have the right to (a) terminate this contract by written notice to Buyer; (b) suspend deliveries for the duration of such restriction or alteration; or (c) have apply to this contract (as of the effective date of such restriction or alteration) any price, point of delivery, service allowance or terms of payment governmentally acceptable. Any delivery suspended under this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
- 12. EXCUSE OF PERFORMANCE:** (A) Deliveries may be suspended by Seller in the event of: an Act of God, pandemic, war, terrorist attack, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power, raw materials, labor, containers, or transportation facilities; compliance with governmental request, laws, regulations, orders or actions; breakage or failure of machinery or apparatus; acts beyond Seller's reasonable control; or in the event of labor trouble, strike, lockout or injunction (provided that Seller shall not be required to settle a labor dispute against its own best judgment) which event makes impracticable the manufacture, transportation, acceptance or use of a shipment of the goods or material upon which the manufacture of the goods is dependent; (B) If Seller determines that its ability to supply the total demand for the goods, or obtain any or a sufficient quantity of any material used directly or indirectly in the manufacture or distribution of the goods is hindered, limited or made impracticable, Seller may allocate its available supply of the goods or such material (without obligation to acquire other supplies of any goods or material) among itself and its purchasers (including Buyer) on such basis as Seller determines to be equitable without liability for any failure of performance which may result there from; (C) Deliveries suspended or not made by reason of this section shall be canceled without liability, but this contract shall otherwise remain unaffected.
- 13. SUPPLY AGREEMENTS:** In the event the Seller and Buyer have entered into a supply agreement related to goods sold ("Supply Agreement") and a conflict exists between any language contained herein and in the Supply Agreement, the language in the Supply Agreement shall govern.
- 14. ASSIGNMENT:** Buyer shall not (by operation of law or otherwise) assign its rights or delegate its performance hereunder without the prior written consent of Seller, which consent Seller may withhold in its absolute discretion, and any attempted assignment or delegation without such consent shall be void.
- 15. IMPORTED GOODS; COMPLIANCE WITH LAWS:** In the case of Internationally Sourced Goods, Buyer acknowledges the goods purchased by Buyer from Seller are imported from countries outside of the United States and that Seller is not the manufacturer of the goods or the exclusive distributor of the goods in the United States. Buyer covenants and agrees that Buyer is and will continue to comply with all federal laws, including, but not limited to, the laws governing imports and the Foreign Corrupt Practices Act of 1977, as amended.
- 16. MISCELLANEOUS:** The validity, interpretation and performance of this contract and any dispute connected herewith shall be governed and construed in accordance with the laws of the State of Wisconsin without regard to conflicts or choice of law principles. All disputes arising out of or relating to these terms and conditions shall be subject to the exclusive personal jurisdiction and venue of the state and federal courts of the State of Wisconsin to which the parties irrevocably submit. This contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. Except as provided in Section 11, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by Seller, and no modification shall be effected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by Seller with respect to any breach or default or of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver shall be expressed in writing signed by Seller. If any provision herein becomes invalid or illegal in whole or in part, such provision shall be deemed amended, as nearly as possible, to be consistent with the intent expressed herein, and if such amendment is impossible, that provision shall fall by itself without invalidating any of the remaining provisions not otherwise invalid or illegal. Seller reserves the right to make changes to these Terms & Conditions at any time, and such changes will be effective immediately upon being posted on Seller's website (<https://illingcompany.com/terms-conditions/>) (the "Site"). Buyer can determine when these Terms & Conditions were last revised by referring to the "LAST UPDATED" legend at the top of the copy of these Terms & Conditions on the Site.