



1689 Morrow Street · Green Bay, WI 54302 · 800-544-1935 phone · 920-436-4964 fax

## CREDIT APPLICATION & TERMS AND CONDITIONS

For faster processing of your application, please fill out ALL addresses and accounts where required. *This application must be completely filled out in order to begin processing.* Your assistance is greatly appreciated. If credit is approved, your terms will be Net 30. Your credit limit will be established upon receipt of your first order.

Late payment procedure: If payment is not received within terms of sale, a 1.5% late fee may be charged. If payment is not received within 30 days of invoice due date, ALL orders will be placed on shipment hold. This will continue until payment is received, bringing your account up-to-date.

**Business Name:** \_\_\_\_\_  
**Billing Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Physical/Street Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Corporation**      **Sole Proprietorship**      **Partnership**      **Date Incorporated:** \_\_\_\_\_  
**Date Business Started:** \_\_\_\_\_ **D&B #:** \_\_\_\_\_  
**A/P Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
**Email Invoices to:** \_\_\_\_\_  
**Website:** \_\_\_\_\_  
**Credit Amount Req.:** \_\_\_\_\_

### PRINCIPALS, PARTNERS, CORPORATE OFFICERS

	Name	Phone	Email
President			
Vice President			
Purchasing			

### BANK REFERENCE

**Bank Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_ **Contact:** \_\_\_\_\_  
 \_\_\_\_\_ **Phone:** \_\_\_\_\_

### CREDIT REFERENCES

<b>Company Name:</b> _____ <b>Contact:</b> _____ <b>Phone:</b> _____ <b>Fax:</b> _____ <b>Email:</b> _____	<b>Company Name:</b> _____ <b>Contact:</b> _____ <b>Phone:</b> _____ <b>Fax:</b> _____ <b>Email:</b> _____
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<b>Company Name:</b> _____ <b>Contact:</b> _____ <b>Phone:</b> _____ <b>Fax:</b> _____ <b>Email:</b> _____	<b>Company Name:</b> _____ <b>Contact:</b> _____ <b>Phone:</b> _____ <b>Fax:</b> _____ <b>Email:</b> _____
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### TELL US ABOUT YOU!

**Do you post-print?**      Y / N

**Do you hot-stamp?**      Y / N

**What products are you interested in:**

**What markets does your company serve:**

- Merchandise Bags      Sani-Liner®
- SOS Bags                Dura-Bag®
- Gourmet Bags
- Eco-Shipper®

- Retail                    Catalog / Fulfillment
- Foodservice             Industrial / Janitorial
- Eco-Friendly             Hospital
- Other: \_\_\_\_\_

Please return completed form via fax 920-436-4964 or email [creditapp@wisconsinconverting.com](mailto:creditapp@wisconsinconverting.com)



## **TERMS AND CONDITIONS**

1. **Contract.** These terms and conditions contained herein shall serve as the offer by Wisconsin Converting Inc. of Green Bay (“Wisconsin Converting”) to provide products and services (the “Product”) to the buyer. If these terms and conditions are deemed an acceptance of a prior offer by buyer, Wisconsin Converting’s acceptance is limited to the express terms contained herein. By ordering Product from Wisconsin Converting, buyer agrees to be bound by all terms and conditions stated herein, which shall serve as the contract (“Contract”) between Wisconsin Converting and buyer.

2. **Conflict with Other Agreements.** WISCONSIN CONVERTING’S AGREEMENT TO PROVIDE THE PRODUCT IS EXPRESSLY CONDITIONED ON BUYER’S ASSENT TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT, NOTWITHSTANDING ANY LANGUAGE IN BUYER’S PURCHASE ORDER, IF ANY, OR ORAL REPRESENTATION. THIS CONTRACT SHALL GOVERN IN THE EVENT OF ANY CONFLICT WITH ANY TERMS PROPOSED BY BUYER, AND ARE NOT SUBJECT TO CHANGE BY REASON OF ANY WRITTEN OR ORAL STATEMENTS BY BUYER OR BY ANY TERMS STATED IN BUYER’S PURCHASE ORDER OR CONFIRMATION OF ITS ORDER, UNLESS SUCH CONFLICTING OR ADDITIONAL TERMS ARE ACCEPTED IN A WRITING MAKING REFERENCE TO THIS ORDER AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF WISCONSIN CONVERTING. ANY TERMS, CONDITIONS, NEGOTIATIONS, OR UNDERSTANDINGS, WHICH ARE NOT CONTAINED IN THIS CONTRACT SHALL HAVE NO FORCE OR EFFECT UNLESS MADE IN WRITING AND SIGNED BY WISCONSIN CONVERTING AND BUYER.

3. **Pricing.** All prices are subject to change without notice and are not guaranteed, except prices for an order that have been accepted by Wisconsin Converting are not subject to change after acceptance. Prices are exclusive of all sales, excise and other taxes, and exclusive of freight, handling and storage charges, any or all of which, as applicable will be added to the invoice as a separate charges to be paid by the buyer or otherwise charged as indicated in this Contract.

All stock bags shipped from the Green Bay, WI facility may be combined for quantity discount. Printed and/or custom products do NOT combine for quantity pricing. Orders over 100,000 bags per size – call for quotation.

4. **Terms.** Terms are net 30 days from the date of Wisconsin Converting’s invoice. For Wisconsin Converting’s invoices which are not paid within the foregoing terms, Wisconsin Converting shall have the right, in addition to all other rights and remedies, to assess a late payment charge of one and one-half percent (1½%) (or the maximum allowed by law, if less) per month on the outstanding balance. In addition, buyer shall be responsible for any and all fees and expenses incurred by Seller in collecting any payments due hereunder, including, but not limited to, attorneys’ fees and collection costs.

ALL ALLOWANCES/CREDITS/RETURNS MUST BE AUTHORIZED BY WISCONSIN CONVERTING. Short payment is considered late payment. Wisconsin Converting reserves the right to hold new orders if the account carries a past due balance.



5. **Orders and Acknowledgements.** All orders subject to Wisconsin Converting approval. Wisconsin Converting reserves the right to refuse orders which may be submitted to it and will not be bound to fill any orders unless or until they have been accepted by Wisconsin Converting.

6. **Change Orders.** Any buyer requested changes to an existing order may result in new scheduled ship date for that order. If, pursuant to buyer written direction or request, any change is made in the products to be furnished or any work to be performed, the agreed price will be equitably adjusted to reflect such change and the time for completion will be extended to the extent required to make such change. No change is binding on the parties unless mutually agreed in writing by the parties.

7. **Delivery.** Terms shall be FOB Wisconsin Converting's premises in Green Bay, Wisconsin, unless otherwise noted on quotation or per current Wisconsin Converting Distributor Price Catalog. All freight charges by UPS (or similar carrier) or Freight Carrier, including special handling charges of carrier, paid by buyer. Buyer shall bear all risk, loss or damage upon delivery of products to carrier at point of shipment, Green Bay, Wisconsin.

8. **Excusable Delays.** Wisconsin Converting will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of products, or for any damages suffered by buyer by reason of such delay, when such delay is, directly or indirectly, caused by, or in any manner arises from any Act of God, or the public enemy, war, compliance with law, governmental act or regulation, fire, flood, quarantine, embargo, epidemic, unusually severe weather, strike, work stoppage, labor difficulties, shortage of labor, fuel, power, materials or supplies, acts or omissions of carriers or other cause (whether or not similar in nature to any of these herein before specified) beyond the control of Wisconsin Converting. In the event of such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time loss by reason of the delay.

9. **Cancellations and Change Orders.** Accepted purchase orders can be cancelled or changed only with Wisconsin Converting's written consent and upon terms that will indemnify Wisconsin Converting against all losses, costs and damages it sustains directly or indirectly related to the cancellation or change. All special orders are non-cancellable and non-returnable. Changes to special orders may result in a price increase.

10. **Inspection and Rejection.** All products shall be examined by buyer upon receipt of buyer. If products are damaged upon receipt or do not conform to agreed specifications, products shall not be moved from point of delivery, and a written claim must be filed with Wisconsin Converting within two (2) business days of date of delivery. Upon receipt of a written claim for damaged or nonconforming products, Wisconsin Converting will notify buyer in writing if products are to be returned, or if products will be repaired or if a credit will be issued. Whether products are returned or repaired or whether a credit is issued, is within Wisconsin Converting's full and complete discretion, subject to the limited warranty set forth below, and shall be Buyer's sole remedy at law or equity.

11. **Material and Finishes.** Specifications, weights, dimensions and descriptions are estimates but are not guaranteed and are subject to change without notice. Wisconsin Converting reserves the right to furnish materially equivalent substitutes for materials which cannot be obtained in sufficient quantities due to existing shortages. Cosmetic blemishes which do not affect performance shall not be considered a defect.



12. **Limited Warranty.** For six (6) months from shipment of the Product, (“Warranty Term”), Wisconsin Converting warrants that the items and work performed will be free from defective workmanship and materials (“Limited Warranty”). Wisconsin Converting further warrants that the Work will be free from material defects not intrinsic in the design or materials.

13. **EXCLUSIONS TO LIMITED WARRANTY.** The Limited Warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, improper or insufficient maintenance, modifications performed by buyer or by buyer’s customers, or abuse. This Limited Warranty also does not include remedies for defects or damages caused by unusual weather events, acts of God, or work and workmanship performed by others.

14. **WARRANTY LIMITATION AND DISCLAIMER.** EXCEPT AS SET FORTH HEREIN, WISCONSIN CONVERTING MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS, WARRANTIES, PROMISES OR STATEMENTS HAVE BEEN MADE BY WISCONSIN CONVERTING WITH RESPECT TO THE PRODUCT, OR ANY PART OR PORTION THEREOF. IN ADDITION, WISCONSIN CONVERTING MAKES NO WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

15. **Warranty Claims.** All warranty claims must be made in writing and received by Wisconsin Converting within the Warranty Term. If within the Warranty Term, buyer discovers a defect and does not promptly notify Wisconsin Converting or give Wisconsin Converting an opportunity to test and/or correct the defective work or condition as reasonably requested by Wisconsin Converting, Seller waives Wisconsin Converting’s obligations to correct the defective work or condition, as well as Seller's right to claim a breach of the warranty with respect to the defective work or condition. If Wisconsin Converting determines the defective work or condition is covered under this warranty, it may, at its sole option and discretion, either; (1) repair the defective work or condition at no charge to buyer, (2) replace the individual product(s) at no charge to buyer, or (3) refund the purchase price of the individual product(s). Unless specifically authorized in writing by Wisconsin Converting, it shall not be responsible to pay for or be held liable for the cost of labor or replacement or for any other cost (direct, indirect, consequential or incidental) related to the replacement of products by a third-party.

16. **LIMITATION OF LIABILITY.** WISCONSIN CONVERTING SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION LOSSES) AS A RESULT OF THIS CONTRACT (OR THE BREACH HEREOF) OR SUCH DAMAGES SUFFERED BY ANY PURCHASER OR END USER OF ANY PRODUCTS, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE. WISCONSIN CONVERTING’S LIABILITY IN ALL CASES SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY SELLER TO WISCONSIN CONVERTING FOR THE PRODUCT.

17. **Default.** If buyer shall become overdue on its account or otherwise defaults in any payment to Wisconsin Converting or if its financial condition shall at any time seem to Wisconsin Converting otherwise inadequate to warrant further shipment on an open account basis, Wisconsin Converting shall have the right, without liability, to refuse to accept any or all orders, to cancel any and all orders, to delay shipments to Buyer, or to require advance payment before accepting or shipping any orders.



18. **Non-Assignment.** Buyer shall not assign its orders nor any of its rights or obligations thereunder without Seller's prior written consent.

19. **Choice of Law.** This Contract shall be governed by the laws of the State of Wisconsin without regard to its conflicts of law principles. Each party hereto irrevocably consents to the jurisdiction of the courts of located in Brown County, Wisconsin, and agrees that the exclusive venue for any suit arising from or relating to the Contract shall be the courts of located in Brown County, Wisconsin,

20. **Patent or Copyright Infringement.** Wisconsin Converting takes no responsibility for the suitability of buyer's designs or graphics. If any products are manufactured or sold by Wisconsin Converting to meet buyer's particular specifications or requirements and are not part of Wisconsin Converting's standard line offered by it to the trade generally in the course of Wisconsin Converting's business, buyer agrees to defend, protect and save harmless (including paying reasonable attorney's fees and costs) Wisconsin Converting against all suits at law or in equity and from all damage, claims and demands for actual or alleged infringement or violation of any third party's trade secrets, proprietary information, trademark, copyright or patent rights because of the manufacture or sale of the Products covered hereby.

21. **Indemnification.** Buyer will indemnify, defend and hold harmless (including paying reasonable attorneys' fees) Wisconsin Converting and its employees, agents and permitted assigns against all liability to third parties that arises from buyer's negligence or willfully wrongful, wanton or reckless conduct that results in death or bodily injury or damage to real or tangible personal property arises from or in connection with buyer's use or resale of any product furnished under this Agreement that violates any third party's trade secrets, proprietary information, trademark, copyright or patent rights.

22. **Waiver and Modification.** No waiver or modification of any of the terms and conditions contained in the Contract shall be effective unless such waiver or modification is in writing and signed by an authorized representative of Wisconsin Converting; EXCEPT that these terms and conditions are subject to revision and change by Wisconsin Converting without notice. The then current terms and conditions under the Contract shall be applicable to an order at the time it is accepted by Wisconsin Converting. Submission of an order by buyer shall be conclusive evidence of acceptance of the then current terms and conditions.

I have read this Agreement and agree to the terms and conditions.

Name:

Signature:

Company Name:

Date: