



# TERMS AND CONDITIONS OF SALE

## CREDIT REFERENCES:

If your company has a formal document that lists your credit references, Federal ID numbers, etc. Please feel free to submit that document in lieu of completing the attached credit application. However, please note the credit application still must be signed and dated by the appropriate authorized person at the bottom of the credit application.

## CREDIT TERMS:

Standard Credit Terms are **Net 30 Days**.  
(Additional credit terms are available for qualifying customers)

Invoices are considered due and payable in full within 30 days from the Invoice date unless other term agreements have been approved for your account.

Invoices not paid within 30 days of the invoice date, or within the specified terms of your specific account, will incur a monthly delinquent payment charge of 1.5% of the unpaid balance until the invoice is paid in full.

If the account is placed in collection, the applicant agrees to pay all costs and expenses associated with the collection efforts, including attorney fees and expenses.

**TAXES:** All prices are subject to Federal, State or Local taxes when or where applicable.

**FREIGHT:** F.O.B. T.Q.L., Inc.

**SHIPMENTS:** Within industry standards of +/-10%.

**LIABILITY:** T.Q.L., Inc. will not be held liable for any loss, damage, or delay caused by: Accident, fire, civil commotion, war, acts of God or any other cause beyond Total Quality Labels, Inc. control.

**PRICING:** Pricing is based on 10% overs or unders. All price quotes are subject to change without notice after 30 days. All substrates are quoted with the understanding that the buyer will determine the suitability for each application. TQL thanks you for the opportunity to quote your requirements as listed above.

# Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)											
Address (Street & number, P.O. Box or Route number)												
City, State, ZIP code												
Texas Sales and Use Tax Permit Number (must contain 11 digits)												
<table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:10%;"></td><td style="width:10%;"></td> </tr> </table>												
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico												
<table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:30%;"></td> <td style="width:70%;"><i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i></td> </tr> </table>			<i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i>									
	<i>(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)</i>											

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased on the attached order or invoice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

*I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
--	-------	------

**This certificate should be furnished to the supplier.**

**Do not send the completed certificate to the Comptroller of Public Accounts.**

## TQL Packaging Solutions Payment & Printing Policies

- PAYMENT TERMS, INTEREST & COLLECTION.** Acceptance of orders is subject to credit approval. Customer shall be liable for TQL's cost of collection, including reasonable attorney's fees incurred to recover any payment due under this proposal. Past due amounts may accrue interest at 1.5% per month. Past due means being unpaid past the terms of the invoice. If a customer desires to pay an invoice by credit card, a 3.5% transaction processing fee will be added to the entire balance due of the invoice at time of processing.
- ESTIMATES.** Quotations are extended for a period of thirty (30) days unless revoked by the TQL prior to acceptance by purchaser.
- TAXES & DELIVERY CHARGES.** All amounts due for taxes will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order or is on file with an updated submitted as of 2015. Unless otherwise specified, all deliveries shall be made FOB TQL. Any transportation charges (including insurance) incurred by TQL for customer shall be invoiced and paid in addition to charges for the work; in such case, TQL assumes no responsibility for the actions or failures of any reputable shipper, common carrier chosen by TQL or the US Postal Service.
- ALTERATIONS/CORRECTIONS. READ YOUR PROOF CAREFULLY.** All changes made after the first proof or any changes to 'print ready' files will be billed time and may increase your invoice. All such work will be charged at the standard TQL rates.
- QUANTITY VARIATION.** Unless the parties otherwise agree, variations in quantity of up to 10% over or under the ordered quantity shall constitute acceptable delivery. The excess or deficiency shall be charged or credited at the "additional thousands" rate that is set forth in this agreement. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated on the signed quotation, PO, or mentioned in writing at the time order is placed.
- DELAYS.** All schedules are subject to delays caused by or resulting from any failure of customer to furnish or return materials in satisfactory condition for use by TQL, promptly, as required by TQL schedules. TQL shall not be liable to customer for any delay resulting from or occasioned by customer's delay nor shall TQL be liable for any delay caused by or resulting from any act of God, shortage of labor, materials, energy, or supplies, accident, labor difficulty, embargo, governmental regulations, or any delay or breach of contract by carriers, suppliers or other contractors with whom TQL has contracted for the furnishing of labor, materials, supplies, energy or transportation, or by reason of any other caused beyond the reasonable control of TQL, delay resulting from or occasioned by any such cause or event being hereby excused. The period of delay shall be that period of time required to enable TQL to reschedule the work in accordance with its production schedules for this and other work. TQL shall not be liable to customer for damages resulting from any delay so caused.
- PROOFS.** TQL shall furnish customer the proofs or other materials that are set forth in the specifications, and customer shall return such proofs indicating any and all changes (editorial and art). Signed approval of PDF or hard proofs is required to proceed to press. If revised proofs are required, the customer will be billed for additional proofs. TQL shall not be liable for errors or subsequent corrective costs for work that is completed pursuant to customer's written or oral approval or for errors due to written or oral communicated changes or customer's failure to order proofs, refusal to review proofs, failure to return proofs marked with changes, or customer's instructions to proceed without submission of proofs.
- COLOR.** Differences in stocks, inks, equipment, and other conditions between the proofing and pressroom operations, a reasonable variation in color between color proofs and the completed job and normal manufacturing variances within tolerances that are established by printing trade customs may exist and shall be considered in conformity with the warranty offered by TQL.
- WARRANTY.** TQL warrants that the work shall be performed according to the terms of this agreement and standards acceptable in the printing industry. TQL shall not be responsible for any errors, omissions, or extra costs resulting from customer's proofing or faults in any electronic transmission. Customers are advised to check with TQL that all electronic data arrived intact and files were not altered by changes in software between the parties. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.
- LIMITATIONS OF REMEDIES.** Customer's sole and exclusive remedy for TQL negligence or other tort, breach of warranty or contract, or any other claim arising out of or connected with the agreement shall be the return of the selling price allocable to that portion of the work that is nonconforming or, at TQL option, printing of a correction in subsequent work, if applicable. IN NO EVENT SHALL TQL BE LIABLE FOR ANY SPECIAL, CONTINGENT, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.
- INTELLECTUAL PROPERTY RIGHTS / COPYRIGHT.** Customer represents and warrants that have the explicit right to all artwork, or content and have the authority to have TQL print the artwork or content. Customer further represents and warrants and that the content of the information supplied by customer to TQL and TQL's use and printing of such information shall not infringe or violate any intellectual property or proprietary right of any person or entity. Customer further represents and warrants that the content of the information supplied by customer to TQL shall be not defamatory as to any person or entity.



**TQL  
PACKAGING  
SOLUTIONS**