

Toner Brokers Inc. credit application

Toner Brokers INC.
4650 Beidler Road
Willoughby, OH 44094
Phone 440-942-2012

Date: _____

Legal Name of the Company: _____

Trade Name (dba): _____ EIN#: _____

Billing/Mailing Address: _____

City: _____ State/Prov. : _____ Country _____ Zip: _____

Phone#: _____ Fax#: _____

Website: _____

Years In Business: _____

Time at Address: _____ Rent ___ Own ___

Dun & Bradstreet #: _____

Type of Business: Corporation ___ Proprietorship ___ Partnership ___ Non-Profit ___ LLC ___

Company Officer/Owner Name: _____ Title _____

Home Address: _____ Phone: _____

Person To Contact for Payment: _____ Email: _____

1) Person authorized for Purchasing: _____ Email: _____

2) Person authorized for Purchasing: _____ Email: _____

Annual Sales Volume: \$ _____ Credit Line Requested: \$ _____

*** Prices advertised are for approved credit customers with terms. * Credit Card and other payment methods may incur additional charges***

BANK INFORMATION

Bank Name: _____ Contact: _____

Address: _____ City: _____ State: _____ Zip: _____

Account#: _____ Phone#: _____

TRADE REFERENCES

1. Company: _____ Account #: _____ Credit Limit: \$ _____

Contact: _____ City, State, Zip: _____

Phone: _____ Fax: _____

2. Company: _____ Account #: _____ Credit Limit: \$ _____

Contact: _____ City, State, Zip: _____

Phone: _____ Fax: _____

3. Company: _____ Account #: _____ Credit Limit: \$ _____

Contact: _____ City, State, Zip: _____

Phone: _____ Fax: _____

This credit application and agreement is submitted by the undersigned (hereafter Customer) to Toner Brokers Inc. (Hereafter TBI) to obtain trade credit. Customer agrees to make payment in full to TBI for all amounts due according to TBI's invoice(s). Customer also agrees to pay TBI as interest, an amount equal to 1.5% per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due. Should customer default in any such payment(s), TBI shall have the right, without notice to Customer, to declare all invoice amounts immediately due and payable. In the event TBI should commence any action or actions, or otherwise seek to enforce this agreement against Customer or any Guarantor, Customer agrees to pay reasonable attorney(s) fees, court and other expenses incurred by TBI, whether or not suit is filed. Guarantor and customer acknowledge that all payments due hereunder are required to be made to TBI at TBI's above stated address in Willoughby, Ohio, and guarantor and customer further acknowledge that an appropriate forum for litigation with respect to the enforcement of this Credit Application & Agreement shall be in courts of competent jurisdiction in Willoughby, Ohio. All parties agree that such courts are reasonably convenient forums in which to adjudicate disputes relative to this Credit Application & Agreement. This agreement is not transferable or assignable without prior written consent of TBI. This agreement shall become effective upon acceptance by TBI. Customer agrees that all sales shall be governed by TBI's Standard Terms and Conditions of Sale.

Customer and Customer's authorized representative signing this agreement hereby represent and warrant that the information provided in this application and in any and all additional documents, financial statements or other information furnished by Customer to TBI is true and correct in all material respects and contains all information necessary so that this application is not materially misleading. Customer acknowledges that TBI is relying on the accuracy of the information provided by Customer. Customer hereby grants TBI a security interest in any and all goods purchased by Customer from TBI to secure any and all obligations of Customer to TBI, including but not limited to any obligation of payment. Customer agrees to execute any additional documents necessary to perfect or continue any security interest related to this application. Customer agrees to adhere to the credit service policies and procedures established from time to time by TBI.

Terms and conditions

A) *Ordering*: Orders are picked and shipped immediately on the date placed, when placed within normal operating hours and stock is available. We are unable to accommodate cancellation requests for this reason all orders canceled after shipping will be subject to a 15% restocking fee and freight charges. We can offer an appropriate line of credit to any party deemed a qualified dealer, with current financial information, subject to credit approval. Terms are Net 30 from date of Toner Brokers Inc. invoice.

B) *Product Return*: Every effort is made to fill your orders swiftly and accurately. We understand the occasional need to return items to our facility or direct to the manufacturer for reasons of non-defective merchandise, ordering errors, freight damage or selection errors. A Return Authorization (RA) must be obtained from your sales representative or our customer service department. Product returned without a Return Authorization will not be credited. All returns must be requested within five (5) days of product receipt and expire thirty days (30) from issuance. Product must be received in our warehouse prior to the RA expiration date. The RA and box count must be included on each shipping label. Do not write anything, including RA numbers or box counts, on manufacturer carton or packaging. Products must be returned in the original manufacturer packaging with all its contents and original packaging material, free of any markings on the cartons. Any Toner Brokers Inc. shipping error must be reported within 48 hours of receipt; call tags will be issued for their return. A 15% Restocking fee will apply to all non-defective returns. Invoiced freight will only be credited in the event of Toner Brokers Inc. error.

C) *Defective Products*: Please follow the steps under Product Return, and note the following information pertinent to defective merchandise. Defective merchandise will be tested. If no defect is found a 15% restocking fee will be charged. All defective merchandise must be returned to us within 45 days of the Toner Brokers Inc. invoice date, no exceptions. All cartridge copier returns must be accompanied with a letter from an authorized service technician or the manufacturer describing the defect. Credit will not be issued for empty cartridges or significantly used cartridges. Call tags will not be issued for defective returns or ordering errors; dealer is responsible for all freight charges.

D) *Freight Damage*: The end user is solely responsible for the carton count on truck shipments; any damage or shortage must be noted on the delivery receipt and a claim must be filed with the carrier. Claims made after delivery will not be honored. Carrier must be notified of any damage to product or shipping cartons at point of receipt, and claim must be filed with the carrier. ALL original cartons and packaging must be kept with the damaged product for carrier inspection.

E) *Non-Returnable Items*: 1) Closeout items 2) Bottled copier supplies 3) Any toner significantly used or not in original packaging 4) OEM cartons in unsalable condition Credit will not be issued for any of these items.

F) *Late Payment Fee*: Purchaser understands that failure to pay the invoice when due will result in damages to Toner Brokers Inc. for the lost time value of the overdue payment plus interminable increased administrative costs of handling the delinquent account. Purchaser hereby agrees to pay a late charge for any overdue balance due to Toner Brokers Inc. computed at the rate of one-and-one-half (1.5%) percent per month for the period said balance or any part thereof is overdue. Late charge shall be added to any overdue balances

Dated at: ___/___ of 20 _____

Signed by: _____ Officer Name/Title:

E-Mail to accounting@tonerbrokers.com or fax to 716-462-5370

Toner Brokers Inc.

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Willoughby, OH 44094