



## Credit Terms

InkHead, Inc. offers credit terms to qualified business applicants. We use credit ratings from [Dun & Bradstreet](#), [Experian](#) and other reporting agencies when establishing terms and credit limits.

To set up account terms, please fill out our credit application [[DOWNLOAD PDF](#)] or submit your standard credit information sheet to your account representative for review. Please note that credit terms can be established for most government entities and educational institutions simply with the submission of a valid Purchase Order. These organizations do not need to submit a credit application. Most credit decisions are returned within one (1) business day, but the process can take longer in some cases. Credit approval is at the sole discretion of InkHead, Inc. and a deposit may be required until a satisfactory payment history is established.

Once credit terms have been established, please submit a valid Purchase Order (PO) to your account representative. A Purchase Order is a document issued by your organization (the "buyer") to InkHead, Inc. (the "seller") indicating the items, quantities, and agreed upon prices for the promotional products you wish to purchase. Your submission of a PO represents a legal offer to purchase products, and the confirmed acceptance of a PO by the seller forms a one-time contract between buyer and seller. No contract or agreement to produce goods exists until your Purchase Order is confirmed as accepted by InkHead. If your organization does not have a system in place for the issuance of Purchase Orders, your account representative can provide a Purchase Agreement for you to sign and return. This agreement serves the same purpose as a PO.

By submitting a PO or signed Purchase Agreement, you are stating that you agree to pay for the products being ordered. The PO itself is not a substitute for payment. Orders are invoiced at the time of shipment and payment terms are Net 30, meaning that payment is due within 30 days of the invoice date. Payment terms other than Net 30 may be considered, but must be agreed upon before the acceptance of your PO.

## Terms & Conditions

The Applicant authorizes InkHead, Inc. to retain information contained in any submitted credit application and to use the information contained therein for any and all lawful purposes in establishing a line of credit. InkHead, Inc., its agents, officers, attorneys, etc., no matter how described or designated, are authorized to check credit history and/or practices and to provide like information as requested by reporting bureaus and/or other companies with whom you have requested credit. InkHead, Inc., its officers, agents, attorneys, owners, principals, etc., no matter how described or designated, are specifically released from any and all liability against them resulting from or attached to their collection and/or dissemination of any information contained in



a submitted credit application, obtained as part of any credit investigation or as part of any report to any person, entity or agency.

#### **Terms of Sale**

All shipments are due and payable Net 30 days from date of invoice. These terms supersede any terms shown on your Purchase Orders or otherwise expressed unless prior approval has been given by a Credit Department representative of InkHead, Inc.

#### **Maintenance of Credit**

Continuation of credit terms is a privilege contingent upon your account being kept current. Should your account become delinquent or your financial status change, we reserve the right to change or withdraw credit terms and/or suspend shipments to you.

#### **Service Charges**

A service charge may be assessed on past due balances at a rate of 1.5% per month or the maximum rate allowed under applicable law. Should it become necessary to prevail upon an outside agency for assistance in the collection of past due balances on your account, you agree to pay any reasonable attorney and/or other agency fees incurred in the collection of any amount owed.

#### **Claims/Invoice Disputes**

Claims must be made within thirty (30) days of invoice date. Any deduction claims must be made in writing and accompany invoice payment; acceptance of partial invoice payment by InkHead, Inc. does not constitute acknowledgement or acceptance of a dispute claim. Should your dispute be found invalid, any balance remaining on the disputed invoice will be immediately due and payable.

InkHead, Inc. is not liable for shipments damaged or lost in transit. Claims must be filed with the carrier. InkHead, Inc. shipping terms are FOB Origin Point; however, we will file claims with the carrier on your behalf where appropriate within thirty (30) days of the invoice date. If proof of delivery is established or evidence of damage in shipping cannot be verified, you will incur a \$25 processing fee.

#### **Taxes/Duties**

Pursuant to relevant state laws, sales tax will be collected in appropriate situations unless a tax exemption certificate is received prior to the date of the invoice. For international orders, all taxes, duties, tariffs and brokerage fees imposed on the purchased goods are the responsibility of the buyer as importer. Any such fees or additional charges billed to InkHead, Inc. or any of its carrier accounts will be billed to the buyer and considered immediately due and payable. It is the responsibility of the buyer/importer to verify whether any such fees may be assessed on the purchased products and to pay such fees as required.

**Severability**

The buyer agrees that if any court of competent jurisdiction should find any part or parts of these Terms and Conditions is in violation of any applicable state or federal law or laws, that the remainder of the Terms and Conditions shall not be affected except as directly impacted by the omission of the offending section(s) and shall be interpreted, as far as legally possible, to give full force and effect to said remaining sections.

