

Hot Stamp SUPPLY COMPANY

NEW ACCOUNT FORM – CREDIT CARD CUSTOMERS ONLY

****Please provide a copy of your Resale Certificate or Sales Tax Exemption Form.**

BILL TO NAME _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

SHIP TO NAME (if different from Bill To) _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

BUYERS NAME _____ **PHONE** _____ **FAX** _____

EMAIL _____ **FEDERAL ID#** _____

CREDIT CARD TYPE _____ **CREDIT CARD NUMBER** _____

EXPIRATION DATE _____ **CW2(3 DIGIT ON BACK OF CARD)** _____

ACCOUNT TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT.** Buyer's acknowledgment of and/or acceptance of Goods under this Account (hereinafter referred to as the "Goods") shall constitute Buyer's acceptance of alternative conditions of this Account. If the terms and conditions of this Account differ in any way from the terms and condition of Buyer's order, this Account shall be construed as a counteroffer and shall not be effective as an acceptance of Buyer's terms and conditions; the terms and conditions contained in this Account are the complete and exclusive statement of the terms of agreement between Buyer and Hot Stamp Supply Company, (hereinafter referred to as "Seller") with respect to the Goods. Buyer's acceptance of this Account and of the Goods may be made only on the terms and conditions set forth herein, and any proposed changes or additions to this Account by the Buyer are objected to and hereby rejected by Seller. No addition to or modification of any of the terms and conditions of this Account shall be effective unless made in writing and signed by Seller.

2. **ACCEPTANCE OF GOODS.** Buyer shall inspect all Goods furnished hereunder immediately upon receipt and shall notify Seller in writing within ten (10) days after delivery for claimed shortages and within thirty (30) days after delivery for all other claims. Use of materials or Goods, or failure to make claims for refunds or allowances within thirty (30) days from date of receipt, shall constitute acceptance of the Goods sold hereunder and a waiver by Buyer of any claim with respect hereto.

3. **FULFILLMENT OF ORDER.** Buyer and Seller acknowledge and agree that the quantity of Goods delivered hereunder may vary by ten percent (10%), more or less, from the quantity of Goods ordered by Buyer, and that such variation shall not constitute a breach by Seller.

4. **CANCELLATIONS.** Orders shall not be canceled, altered or increased except upon written approval by Seller and upon payment by Buyer to Seller of any cancellation charges.

5. **RETURNS.** Buyer may not return Goods without first obtaining from Seller a Returned Goods Authorization (RGA) containing shipping information. Any such RGA shall be issued only on uncut rolls, following verification by Seller of the claim of problem or non-conformity asserted by Buyer. Further, any such authorized return by Buyer shall be subject to Seller's assessment of a restocking fee in an amount equal to 25% of the purchase price of the Goods being returned or \$25.00, whichever is greater.

6. **PRICES.** Prices quoted for Goods are subject to change without prior notice to Buyer. Prices for Goods shall be the prices in effect at the date the purchase order is received by Seller, provided that such order is received by Seller no more than 90 days prior to the anticipated shipment date. Goods will be shipped when available.

7. **BLANKET ORDERS.** Blanket orders are accepted when accompanied with purchase order numbers and specific release/shipment dates. All material and Goods ordered must be for release/shipment within a twelve (12) month period following Seller's receipt of the order. Minimum order requirements available upon request.

8. **SHIPMENTS.** All shipments are F.O.B. Seller's shipping point. Shipments shall be at Seller's option, unless otherwise specified by Buyer in writing. Transportation shall be at Buyer's sole risk and expense, and any claims for Goods lost or damaged in transit must be made directly to and against the carrier. Any projected delivery date represents Seller's best estimate possible, based upon current and anticipated production requirements, of when the Goods may be shipped, but Seller assumes no liability for loss, damage or consequential damage due to shipping or transportation delays.

9. **TITLE/RISK OF LOSS.** Delivery of, title to and risk of loss for all Goods sold hereunder shall pass to Buyer upon Seller's delivery to a carrier at Seller's facility.

10. **FAILURE/DELAY.** Seller shall not be liable for failure or delay in manufacturing or shipping the Goods to Buyer if such failure or delay is, in whole or in part, due to or caused by the Buyer or by circumstances beyond Seller's control or the control of suppliers to Seller, including, but not limited to, inability to obtain materials from Seller's usual sources or suppliers, labor difficulties, transportation conditions, energy shortages, machinery or technical failure, judicial action, allocation or restrictions, governmental priority requests or requirements, acts of God, war, flood, riot or the like. If shortage of the Goods occur for any reason, Seller may, at its option, allocate production and deliveries of Goods among Seller's customers, including Buyer.

11. **LIMITED WARRANTY.** Seller warrants to Buyer that the Goods when delivered (F.O.B. Seller's shipping point) will conform to the description of and/or the specifications relating to the Goods set forth in the Technical Data literature of CFC International, unless Buyer has received a sample or model, in which case Seller's warranty will be satisfied if the Goods conform either to the sample or model or to the CFC Technical Data. EXCLUSION OF WARRANTIES: ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. THE WARRANTY STATED ABOVE IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE GOODS. Seller does not warrant that use of the Goods will achieve any particular result. Any failure to strictly adhere to and comply with the conditions or other requirements described in the CFC Technical Data regarding the storage, handling, installation, application, stamping and utilization of the Goods shall void the foregoing Limited Warranty and shall relieve Seller of all liability and responsibility under said Warranty.

Buyer shall promptly notify Seller of any defect in the Goods covered by this Warranty. Failure to notify Seller within thirty (30) days after discovery of the claimed defect shall constitute a waiver of such claim. If Seller agrees that a claimed defect covered by this Warranty exists, Seller may, at its sole option, replace the Goods without cost to the Buyer or refund the purchase price. Notwithstanding the foregoing, all of Seller's Warranties and duties with respect to the Goods shall cease and be conclusively presumed to be satisfied ninety (90) days after delivery of the Goods (F.O.B. Seller's shipping point). All of Seller's liabilities, if any, with respect to the Goods cease at that time, and no action for breach of Seller's Warranty and duties based on actions occurring after such time may thereafter be asserted.

12. **LIABILITY/LIMITATION OF REMEDIES.** SELLER'S SOLE LIABILITY AND OBLIGATION, AND BUYER'S SOLE REMEDY, SHALL BE AS STATED IN PARAGRAPH 11 ABOVE AND IN THIS PARAGRAPH 12. IN THE EVENT OF SELLER'S LIABILITY TO BUYER OR ANY OTHER PERSON, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY, AND/OR PRODUCTS LIABILITY) OR OTHERWISE, BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT (F.O.B. BUYER'S SHIPPING POINT) BY SELLER OF ANY NON-CONFORMING GOODS FOR WHICH CLAIM IS MADE BY BUYER IN ACCORDANCE WITH THESE TERMS AND CONDITIONS OR THE REPAYMENT BY SELLER TO BUYER OF THE PORTION OF THE PURCHASE PRICE PAID BY THE BUYER ATTRIBUTABLE TO THE NON-CONFORMING GOODS. SELLER SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, EITHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY OR OTHERWISE, ARISING IN CONNECTION WITH THE SALE OR USE OF THE GOODS.

13. **INDEMNIFICATION.** Buyer agrees to and shall indemnify and hold harmless Seller and Seller's officers, directors and employees from any loss, liability or expense whatsoever from fire, personal injury, death, property damage, product liability, patent, trademark and/or copyright infringement, or otherwise arising from or relating to any act or omission of Buyer and/or of Buyer's agents and representatives pertaining to the use, consumption, sale or resale of the Goods, pertaining to any reprocessing or further manufacturing of the Goods, and/or pertaining to the improper storage, handling or maintenance of the Goods.

14. **CREDIT APPROVAL.** Buyer's orders are subject to approval by Seller as to Buyer's creditworthiness. Seller reserves the right to extend, refuse or withdraw credit terms and the right to change such credit terms and/or to request guarantors, security agreements, or the requirement of full or partial payment in advance. Seller reserves the right to demand from Buyer in writing adequate assurances that Buyer will perform its obligations; if reasonable grounds for insecurity arise, Seller reserves the right to revoke credit already extended, to reject any further orders placed by Buyer, or to demand full payment in advance for any accepted orders if Seller reasonably believes Buyer's credit standing to be unsatisfactory.

15. **PAYMENT.** Terms are "net thirty (30) days, from date of invoice," where credit has been established and extended.

16. **LATE OR NON-PAYMENT.** Seller shall be entitled to place Buyer on a "credit hold" status pending Buyer's payment of all past due amounts. In the event Seller is caused to institute suit to collect any amount to which it is entitled hereunder, Buyer shall pay Seller all expenses and costs incurred in the collection of such amounts (including, but not limited to, reasonable attorney's fees and applicable Court costs).

17. **CONFIDENTIALITY.** In the event Buyer's personnel visit Seller's facility or Buyer otherwise receives any proprietary or confidential information from Seller, said information shall be retained as confidential by Buyer and shall not be disclosed to any third party without Seller's written consent. Seller retains all rights in and to any invention, improvement, discovery or patent which Seller conceives in relation to the Goods delivered hereunder.

18. **LIMITED AUTHORITY OF SELLER'S AGENTS.** No agent, representative or employer of Seller has the authority to make any affirmation, representation, warranty or guarantee, or to make any modifications to this Account, or to make any changes to any invoices issued by Seller, without written approval of one (1) of Seller's officers.

19. **MISCELLANEOUS.** This Account shall be governed and construed according to the laws of the Commonwealth of Virginia. The rights and remedies of Seller hereunder shall be cumulative in addition to all Seller's other rights in law or equity. Any provision hereof prohibited by any law, regulation or ordinance shall be ineffective to the extent of such prohibition with invalidating the remaining provisions hereof.

I hereby verify that all information contained on this form is correct.

SIGNATURE _____ **TITLE** _____ **DATE** _____
REQUIRED

Please return all forms to:
Hot Stamp Supply Company, 141-2 Marcel Drive, Winchester, VA
540-868-7541 Phone 800-336-6677 or 540-868-7590 Fax