

# CHARGE ACCOUNT TERMS AND CONDITIONS

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This Agreement is made and effective \_\_\_\_\_ (date).

**BETWEEN:** **Chicky Tackle Company, LLC** (hereafter "Seller"), a corporation organized and existing under the laws of the State of Texas, with its head office located at:

PO Box 1539  
Aransas Pass, Texas 78336

**AND:** \_\_\_\_\_ (hereafter "Customer"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (customer's state), with its head office located at:

Address Line 1: \_\_\_\_\_

Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Attn: \_\_\_\_\_

**TERMS ALLOWED: 3% / 15, NET 45**

## IT IS AGREED AS FOLLOWS:

Customer agrees with Seller to pay for all purchases on the invoice within 45 days of the invoice date. Charges billed, but not paid by 45 days after invoice date for these purchases will be considered delinquent and subject to finance charges. A 3% discount is applied to any invoices paid by check, money order or wire transfer if the payment is received by noon CST on or before the 15<sup>th</sup> day after the invoice date. **Credit card payments do not qualify for the 3% discount.**

The FINANCE CHARGE for individuals is computed by a periodic rate of 1.25% per month which is an ANNUAL PERCENTAGE RATE OF 15% applied to the "Previous Unpaid Balance less Current Credits." Current credits are payments or credits received by noon CST on the 45<sup>th</sup> day after the invoice date of invoice for these purchases. The minimum payment due will be payment of Customer's indebtedness in full. If not paid, Seller may declare the unpaid balance due and payable immediately. Customer agrees to pay collection expenses, including reasonable attorney's fees and court costs, if it is necessary to collect through legal action.

Customer assumes full responsibility for all materials purchased from Seller. Customer agrees to be liable for all charges and guarantees payment of all charges promptly. Customer agrees to notify Seller within 10 days of invoice date in writing of any error in billing. Failure to so notify Seller signifies total acceptance and responsibility for prompt payment in full of account.

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(continued)

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Since seller does not require a minimum order at this time, customer agrees to pay standard delivery charges as invoiced. Seller will cover standard UPS ground shipping on any orders over \$400. Since all of the sellers inventory is boxed or bagged in inner packs of 6 like items, seller does require customers to order in minimums and multiples of 6 quantity for each item on the order.

Customer agrees that no refund will be granted unless merchandise is returned within 30 days of invoice with invoice and in original sales condition. All returns must be approved in advance by Seller and must be accompanied by assigned RMA number. Customer agrees to supply Seller with "Notice of Commencements", purchase orders and a current list of employees permitted to order, pickup, and sign for merchandise.

Seller reserves the right to send out "Notice to Owners" and file Liens on past due accounts and use any legal means available to force collection if necessary.

SELLER

**Chicky Tackle Company, LLC**  
**Charles Sablatura**  
**President**

CUSTOMER

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative (printed)

\_\_\_\_\_  
Title of Company Representative

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date