

PHOENIX UNLIMITED, LTD.

1 UNION SPECIAL PLAZA - SUITE 119 - HUNTLEY, IL. 60142

PHONE: 847-515-1263 · FAX: 847-515-1266 EMAIL: phoenixul@phoenixul.comcastbiz.net

PLEASE READ THIS DOCUMENT CAREFULLY, SIGN AND RETURN

IMPORTANT INFORMATION! — FILLING AND ASSEMBLING PHOENIX DISPENSERS.

1. DO NOT OVERFILL. LEAVE ROOM FOR PRODUCT EXPANSION.
2. TO TIGHTEN CAP BY HAND: TIGHTEN CAP SNUGLY, BUT **DO NOT OVERRIDE THREADS!**
3. DO NOT APPLY SCABBARD TO NEEDLE UNTIL AFTER CAP HAS BEEN TIGHTENED.
4. IT IS IMPORTANT TO STORE PLASTIC PARTS IN A DRY, DARK PLACE; AWAY FROM EXCESSIVE HEAT OR COLD.
5. WHEN USING OUR CLOSURES ON CONTAINERS NOT SUPPLIED BY PHOENIX, VARIATIONS IN THE CONTAINER SUCH AS UNEVEN PARTING LINES, ELLIPTICAL CONFIGURATION, PLANE VARIATIONS AND MATERIAL RESILIENCY OR LUBRICITY ALL HAVE AN EFFECT ON OUR CLOSURES' ABILITY TO WORK PROPERLY, THEREFORE; WE RECOMMEND YOU CONDUCT SOME TESTS WITH YOUR PACKAGE TO INSURE SATISFACTORY RESULTS.
6. **PHOENIX WILL NOT** ALLOW CLAIMS FOR DEFECTIVE GOODS ON THOSE PARTS FURTHER PROCESSED OR MODIFIED BY THE BUYER AND RESULTING IN CHANGE OF EITHER DIMENSIONS OR CHARACTERISTICS.
7. SELECTION OF PROPER DISPENSER / APPLICATOR FOR BUYERS' PRODUCT IS THE SOLE RESPONSIBILITY OF THE BUYER.

— TERMS AND CONDITIONS —

SELECTION AND TESTING: SELECTION AND TESTING THE COMPATIBILITY OF THE DISPENSER / APPLICATOR FOR BUYERS' PRODUCT IS SOLELY THE RESPONSIBILITY OF THE BUYER. THEREFORE PHOENIX CANNOT BE HELD RESPONSIBLE FOR ANY DAMAGE OR MALFUNCTION RESULTING FROM INCOMPATIBILITY OF MATERIALS.

DELIVERY AND BILLING: DELIVERY AND BILLING ARE ALLOWED AN OVERAGE AND UNDERAGE OF 10% ON QUANTITY ORDERED UNLESS PRIOR AGREEMENTS HAVE BEEN MADE.

PAYMENT TERMS: TERMS ARE PRO-FORMA UNTIL A CREDIT RECORD IS ESTABLISHED WITH PHOENIX. AT THAT TIME CUSTOMERS IN GOOD STANDING WILL BE **NET 20 FOB HUNTLEY, IL.** ALL OVERSEAS CUSTOMERS MUST BE PREPAY WIRE TRANSFER.

LATE FEE: INTEREST SHALL ACCRUE ON ALL AMOUNTS UNPAID **20 DAYS** AFTER THE INVOICE DATE AT THE RATE OF 1-1/2% PER MONTH. FAILURE TO PAY ANY INVOICE IN FULL BY ITS STATED DUE DATE SHALL AUTOMATICALLY CAUSE ALL OTHER INVOICES TO THE BUYER TO BE IMMEDIATELY DUE AND PAYABLE IRRESPECTIVE OF ITS TERMS, AND THE SELLER MAY WITHHOLD ALL SUBSEQUENT DELIVERIES UNTIL ALL AMOUNTS DUE HAVE BEEN PAID IN FULL. ACCEPTANCE OF LESS THAN FULL PAYMENT SHALL NOT ACT AS A WAIVER OF ANY OF ITS RIGHTS. COST OF COLLECTION OF PAST DUE INVOICES SHALL BE CHARGED TO THE BUYER.

STORAGE: ALL PROPERTY IS STORED AT OWNERS RISK AND PHOENIX CANNOT BE HELD LIABLE FOR DAMAGE DUE TO FIRE, THEFT, FLOOD, VANDALISM OR ANY OTHER CAUSE BEYOND OUR CONTROL. THERE WILL BE A STORAGE CHARGE FEE ON ANY STOCK LEFT AT PHOENIX OVER SIX MONTHS WITHOUT ACTIVITY.

PRICE: PHOENIX RESERVES THE RIGHT TO CHANGE ANY PRICE WITHOUT NOTICE.

I HAVE READ AND UNDERSTAND THIS DOCUMENT:

SIGNED

TITLE

DATE

COMPANY

RESELLERS TAX EXEMPT NO.

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