## **PolyGreen Solutions**



"Polymer Solutions for Sustainability"

PolyGreen Solutions, LLC. 500 Sugar Mill Road; Suite 260a Atlanta, GA 30350

www.polygreensolutions.com Fax: 770.481.0011 customerservice@polygreensolutions.co

## **NON CREDIT-TERMS AND CONDITIONS OF SALE**

**SALES TAX:** PolyGreen Solutions, LLC. is registered in and required to charge applicable

Georgia state and local tax on every sale for which a sales tax exemption certification has not been provided **IN ADVANCE**. We are not registered in and do not collect sales tax for any other states; thus by acceptance of said products and the accompanying invoices, the buyer is responsible for reporting and paying

all state and local taxes on all shipments to this non-registered state.

**PAYMENT TERMS:** For buyers with established credit, standard terms of sale are Net days from

date of shipment. **This document does not confer such credit terms.** A PolyGreen Credit Application must be approved for net terms. At PolyGreen option, special terms can be negotiated depending on credit history and customer financial data. PolyGreen retains the right to file intent-to-liens, liens

and/or take whatever means necessary for nonpayment of outstanding invoices.

**BUYER ACCEPTANCE:** Buyer acknowledges that receipt of sellers' goods from carrier shall constitute

acceptance by buyer. Buyer acknowledges that acceptance of said goods is evidence of their conformance in quantity and quality to the agreement between the parties. Buyer has inspected said goods and by acceptance hereunder, evidenced by a signature of buyer's employee, agent or principal buyer, waives all claim against seller for damaged or nonconforming goods including quantity of said goods. Buyer shall have no further recourse against seller after buyer

accepts said goods.

**FORCE MAJEURE:** PolyGreen shall not be liable for any delay in or impairment of performance

resulting in whole or in part from Acts of God, labor disruptions, shortages, inability to procure product, severe weather conditions, or any other

circumstances or cause beyond the control of PolyGreen in the conduct of its

business.

**CANCELLATION:** Any order cancellation must be approved by PolyGreen and may be subject to

restocking, freight and other charges.

**WARRANTIES:** PolyGreen recommendations for handling, use or disposal of any product,

whether alone or in combination with other products, are based upon

information believed to be reliable but PolyGreen shall have no liability in this respect. PolyGreen warrants only and exclusively that its' products comply with seller's specifications. PolyGreen make no other warranties, either express or implied, whether with respect of otherwise and specifically disclaims any implied warranties of merchantability or fitness for a particular purpose.

MODIFICATION	OF
TERMS:	

PolyGreen acceptance of any order is subject to buyers assent to all the terms and conditions set forth in PolyGreen acknowledgement, and buyer's assent to these terms and conditions shall be presumed from buyer's receipt of PolyGreen acknowledgement, or from buyer's acceptance of all or any part of the goods or services ordered. No addition or modification of terms and conditions shall be binding upon PolyGreen unless agreed to by PolyGreen in writing. If a purchase order or other correspondence contained in PolyGreen acknowledgement, PolyGreen acceptance of any order shall not be construed as assent to any additional terms and conditions, nor will that constitute a waiver by PolyGreen of any of the terms and conditions contained in PolyGreen acknowledgement.

**COMPLETE AGREEMENT:** The terms and conditions in PolyGreen acknowledgement and quotation together with any other documents, incorporated herein by reference, constitute the entire agreement between purchaser and PolyGreen. No variation from such terms and conditions shall be binding upon PolyGreen.

**FINANCING CHARGES:** 

PolyGreen reserves the right to invoice finance charges on all delinquent accounts up to the legal limit allowed in Georgia.

I have read, understand and will abide by the Terms and Conditions of Sale as outlined above for our company:

Signature:	
Title:	
Company: _	
Company	
Date:	

PLEASE SEND SIGNED COPY BY FAX:

(F) 770.481.0011 ATTN: ROBERT BURNSTEIN

WE ALSO REQUIRE A HARD COPY TO BE MAILED WITHIN 7 BUSINESS DAYS TO:

POLYGREEN SOLUTIONS 500 SUGAR MILL ROAD; SUITE 260A **ATLANTA, GA. 30350** ATTN: ROBERT BURNSTEIN

THANK YOU FOR YOUR BUSINESS!