



APPLICATION FOR BUSINESS CREDIT

Legal Name _____
DBA _____
Street/P.O. Box _____
City, State, ZIP _____
Phone _____
Fax _____
E-mail _____
DUNS No. _____
Accts. Payable Manager _____
Chief Financial Officer _____

Division Of ☐ Subsidiary Of ☐
Name _____
Street/P.O. Box _____
City, State, ZIP _____
Phone: _____
Fax: _____
Email: _____

ALL INVOICES TO BE DELIVERED VIA:

☐ E-MAIL - ☐ FAX - ☐ EDI

Principal Officers or Owners:

Name _____ Title _____

Email: ☐ PDF or ☐ TIF

Email Address: _____

Fax No.: _____

Attention: _____

EDI Contact: _____

Phone: _____

Email: _____

☐ Proprietorship ☐ Partnership ☐ Corporation ☐ LLC ☐ Other _____

Under Present Control Since _____ State and Year Incorporated _____

Monthly Credit Requirements \$ _____

Required Attachments

- **If TAX Exempt** from U.S. sales tax or Canadian GST/HST tax, **YOU must supply a signed and completed tax-exempt certificate(s)** or your account will be marked as **TAXABLE** for all ship-to locations.
- Year-end financial statements.

Bank Information

Bank Name _____ Phone _____ Loan Officer _____
Address _____ City, State, ZIP _____
Checking Account No. _____ Borrowing Account No. _____
Fax _____ E-mail _____

Trade References

(1) Name _____ Credit Contact _____
Address _____
City, State, ZIP _____
Phone _____ Account No. _____
Fax _____ E-mail _____

(Over)

(2) Name _____ Address _____ City, State, ZIP _____ Phone _____ Fax _____	Credit Contact _____ Account No. _____ E-mail _____
(3) Name _____ Address _____ City, State, ZIP _____ Phone _____ Fax _____	Credit Contact _____ Account No. _____ E-mail _____
(4) Name _____ Address _____ City, State, ZIP _____ Phone _____ Fax _____	Credit Contact _____ Account No. _____ E-mail _____

The information requested on this application is to obtain business credit. Because Bemis will rely on this information, it is essential that the information you provide is true and correct.

By signing below, you agree to authorize us to review the financial data you provide and authorize your listed banks and suppliers to provide business references to us, and you understand that this application may be sent to them as your authorization.

You agree to be bound by the Bemis Manufacturing Company's Standard Terms and Conditions of Sale. Unless otherwise agreed to by Bemis, payment for all sales will be thirty (30) days from invoice date according to the terms stated in Bemis' Standard Terms and Conditions. Bemis reserves the right at its sole discretion and without notice to declare all obligations immediately due and payable, the right to adjust credit terms at any time, including requiring payment in advance, or refuse to make any further credit advances. Failure to pay by the due date of each invoice shall deem the debt delinquent. Bemis may impose a late charge fee. Late payments will accrue a late charge of 1½ % per month but shall not exceed the maximum rate allowed by law. Buyer shall reimburse Bemis for all costs incurred in collection (including reasonable attorney's fees).

You agree to examine Bemis' invoices and to advise Bemis of any disputed items within 10 days of receipt, together with a written statement specifying the reasons for such dispute. Failure to notify Bemis of any dispute with respect to defective goods or billing shall constitute a waiver of disputes. Bemis' acceptance of payment outside of stated credit terms shall not operate as a waiver of the stated credit terms.

Applicant agrees to receive faxes and e-mails from Bemis and its affiliates, including faxes and e-mails that may contain advertising material.

Applicant understands that they must notify Bemis in writing and by certified mail of any change in ownership, the name of the business or structure of the business under which credit is established. Bemis reserves the right to cancel its agreement to extend credit and to reevaluate the credit worthiness of the Applicant under its new name, ownership or structure.

In the event Bemis determines that information in the Credit Application is false or misleading, or if Bemis receives other false or misleading credit information from you of any kind or nature, Bemis may, without further notice, cancel any orders in-house, or any deliveries in progress, and any false or misleading information shall be construed as a material default, and any invoices outstanding shall be immediately due.

Notwithstanding any arrangement that you may have with a buying group or other entity to pay Bemis, in the event that your buying group or other entity fails to pay Bemis, you remain liable to Bemis.

You expressly agree that regardless of the place of payment, all suits for breach of this Credit Application or for default in payment shall be instituted and maintained in any Court as designated by Bemis, and you hereby expressly waive any venue rights.

This Credit Application can be modified only by writing signed by both Bemis and the Applicant.

This writing and all documents related hereto are intended by Bemis and the Applicant as a final and complete expression of their agreement concerning the matters herein, and is also intended as a complete and exclusive statement of the terms of their agreement. Any additional or different terms or conditions proposed by the Applicant are hereby rejected and shall be of no force or effect unless expressly agreed to in writing by Bemis.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for denial. To obtain the statement, please contact Credit Services Department, Bemis Manufacturing Company, 300 Mill Street, P.O. Box 901, Sheboygan Falls, WI 53085-0901, 920-467-4621, within 60 days from the date you were notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided you have the capacity to enter into a binding contract), because all or part of your income derives from any public assistance program, or because you have in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this credit is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.

Tax Exempt: ☐ Yes ☐ No

Tax Certificate Attached: ☐ Yes ☐ No **Tax Certificate must be completed and signed.**

Taxable / State(s): _____

Print Name _____ **Title** _____
Officer/Owner Signature _____ **Date** _____

Email to: Credit@bemismfg.com

or

Mail to: Corporate Credit Services Department
 300 Mill Street, P.O. Box 901
 Sheboygan Falls, WI 53085-0901



Terms of Agreement for Authorized Dealers / Resellers

(Effective March 1, 2022)

Orders

We accept orders through fax, email or EDI. All products are sold in case quantities. Less than case quantity will be charged a \$10 handling fee per line item.

Minimum Orders / Pricing

All orders must meet a minimum of \$500 for prepaid freight. Orders less than \$500 will be prepaid with a +\$40 shipping and handling fee added to the invoice.

Minimum Advertised Pricing (MAP)

Buyer agrees not to advertise any Products subject to Bemis MAP requirements at prices less than the minimum advertised prices established by Bemis, in any format or medium including, but not limited to: promotional mailers; advertisements in electronic media (such as banner advertisements, Google Ad words, and similar formats); web site listings (including that placed on third party websites and websites owned by Buyer); prices listed in online or print price aggregators (such as Google shopping, Nextag, Bizrate, Pricegrabber); online auction and resales sites (such as eBay, Yahoo! Auctions and Amazon.com); and Product catalogs. If at any time Buyer fails to meet the minimum advertised pricing requirements, Bemis may, at its sole discretion, cancel all existing orders from Buyer and refuse any future orders from Buyer.

MAP (Minimum Advertised Price) restrictions apply to publicly advertised prices only. Buyer has the sole discretion and authority to determine the actual price of the Product. Once the pricing is associated with an intent to purchase (added to the shopping cart or order), the price becomes the selling price and is not bound by MAP requirements. Statements such as "add to basket to see price", "we will match any price", and "call for price" are acceptable. For auction site listings, any starting bid price should be no less than 85% of MAP and any "Buy it Now" or similar actions must be at MAP or higher. A price list with suggested retails will be provided.

Bemis Manufacturing Company reserves the right to modify or suspend MAP requirements with respect to the affected Products at any time and for any reason.

Credit and Payment Terms

Bemis' standard policy is to pre-approve a business line of credit or cash in advance. Exceptions may be made at our discretion. Credit applications will be provided.

Bemis' Credit Department will notify you of approval and provide your account number and payment options available. Payment terms are 2/10 net 30, with payment on or before the due date. Late payments will accrue a charge of 1-1/2% per month, but shall not exceed the maximum rate allowed by law.



Internet Sales

Dealers / Retailers that sell via a website in addition to their store(s) must notify Bemis of the website and utilize Bemis' digital content for product listing. We have created the appropriate content for your use. It is assumed the dealers / resellers will be shipping product directly from their inventory. Bemis recommends an over pack when shipping direct to consumers.

Merchandising / Marketing Materials

Bemis has years of experience in retail and showroom sales. We will work with you to develop a program that suits your business!

Bemis will also provide training to your staff on the product features and benefits. We understand the importance of making sure our product differences are well understood in order to sell the value!

Return Policy – Satisfaction Guaranteed!

Bemis will guarantee our products to sell through, or we'll replace it with something that will!

Bemis Independence toilet seats and support arms have a lifetime replacement warranty extended to the original purchaser of the product. We warrant the product to be free from defects in the material and workmanship under normal use for the lifetime of the product. If the Customer contacts Bemis via our Customer Service department, Bemis will replace the product.

If the product is returned to the store for a defect, the store will use their judgement to confirm that the product is defective. The store will replace the defective product from their inventory and then contact Bemis via Customer Service. We request that a photo or photos are provided to show the defect. Bemis will work with you to properly "credit" your account via a "pay short" program. We ask that you file immediately but recognize that it may be difficult to accomplish. Defects must be reported within 7 days of receipt.

The Personal Wash Bidet has a one-year warranty against defects in materials or workmanship. Warranty claims for the bidet must be handled by the consumer directly with Bemis Customer Service.

We believe our customers will feel this is the most secure seat in the house and are confident to stand behind our products to assure their satisfaction.