

## Terms for Credit Accounts

### Discount Terms:

The company's standard payment terms require receipt of cash in advance of performance. In the event that Premier Building Solutions, Inc shall extend credit to our customers, the following additional terms are to be applicable.

- Terms are 1% 10 days from date of invoice, Net 30. 1% discount if paid within *10 days of invoice date*. Credit Card purchases do not warrant a 1% discount. Net 30 invoice payment is to be received in office by the 30<sup>th</sup> day.

### Fees & Past Due Fees:

- In the event that the customer fails to keep the account current, all amounts owed by customer shall immediately become due and payable. . If payment is not received by the 35<sup>th</sup> day, the account will be considered as having gone into past due situation and a late fee of one and one half percent (1.5%) interest per month, compounded daily and calculated from the due date of the invoice
- The customer agrees to pay all costs of collection of accounts and in the event the services of an attorney are employed to enforce any obligations of the customer hereunder to pay in addition reasonable attorney's fees, (whether or not it is necessary to file an action in court) and, in the event an action is instituted, shall pay all court costs and reasonable attorney's fees.
- It is expressly agreed that all the sole discretion of Premier Building Solutions, Inc. if this account is delinquent and is referred to a third party or parties for collection, all additional costs will be responsibility of the signees.
- Delinquent accounts will be restricted to a cash basis at our option unless arrangements have been made in advance of the sale for possible extended terms.
- Premier Building Solutions Inc. reserves the right to choice of law and venue if the account goes into litigation for collection.
- Restrictive endorsements on checks are not binding on US. *If any check is dishonored, you shall pay a fee of \$45.00.* All payments will be applied to past due amounts and to the current amount due in such order as we determine. You agree to pay a late fee equal to the late amount additional interest of 1.5% per month. ("Default Interest") on the late portion from the due date to the date paid.

### Returns & Product Complaints:

- Premier Building Solutions, Inc. carries the highest quality products and offers the highest level of service possible and we want you to be completely satisfied with your purchases. However, if you should have to return, we have a Return Policy and Procedure set in place to ensure proper handling. At any time, feel free to call our Customer Service department at (330) 244-2907.
- Returns will result in a company credit only. No cash returns will be issued. Credits are valid for use within a 6 month period. After 6 months credits on file are no longer valid. All sales shipped outside the USA are FINAL. There are no refunds or exchanges on items shipped outside the USA.
- Returns are NOT accepted beyond 60 days of receipt of product.
- ALL returns must be accompanied with a Return Merchandise Authorization (RMA) Number. No returns will be accepted without one. Any product/shipment sent to Premier without an RMA Number will not be accepted/signed for, thereby jeopardizing the shipment of your return.

## Terms for Credit Accounts (Continuation)

- An RMA Number may be obtained by contacting our office via email at info@premierindustrial.net or via phone within 60 days of product receipt. The RMA number MUST be written and easily visible on 4 sides of the packaging. Failure to provide legible and precise RMA identification may cause return shipment to be rejected.
- All merchandise MUST be in its original, new condition. Due to the nature of many of Premier's products, this includes PROPER STORAGE of product while in your possession to ensure the product is returned "useable" and re-stockable. Product that is deemed useable by Premier Building Solutions will be subject to a 20% re-stocking fee. Unusable, damaged, or otherwise altered product and/or packaging beyond reasonable conditions will be assessed for possible additional fees to remedy.
- All shipping and handling fees for both the original order and the return are the responsibility of the customer unless the product is found out of specification. Premier Building Solutions DOES NOT refund any shipping charges on returned product unless material is considered out of specification.
- Products that are deemed out of specification within the first 60 days will be returned with no additional cost and product will be replaced immediately unless otherwise agreed in writing by Premier.
- Once received, please allow 5 to 7 business days to investigate the issue and process the return. If a refund is authorized, please allow one additional week to process the refund.
- All order shortages must be reported within 48 hours of receipt of order to receive full credit. However, if you should have to return, we have a Return Policy and Procedure set in place to ensure proper handling. Returns will result in a company credit only. No cash returns will be issued. Credits are valid for use within company on a 6 month period. After 6 months credits on file are no longer valid.

### Agreements & Authorizations:

The amount of credit we extend to customers is subject to change or limitation at any time, either before or after account is in arrears, we shall have the right, in addition to all other legal remedies and without prejudice to any other of our rights, to defer further shipments until payment is received. Notwithstanding prior extensions of credit, prepayment may be required prior to any subsequent deliver of goods.

I/we Authorize Premier Building Solutions, Inc to investigate our credit history, bank references and any other information deemed necessary to extend credit. I/we agree to immediately notify Premier Building Solutions, Inc of any change in ownership or addresses or form of said business. This agreement shall remain in force until written notice of revocation is received by Premier Building Solutions, Inc.

I/we have read and understand Premier Building Solutions, Inc.'s Credit Terms and its policy governing returned merchandise. I/we further agree to pay all finance charges on past due balances, if applicable, and all collection costs plus reasonable attorney's fees in the event action is commenced against me for nonpayment.

This Agreement and any action for the collection of a debt or obligation shall be governed by and construed in accordance with the laws of the State of Ohio without reference to the conflict of law principles thereof. Any action, suit, or proceeding arising out of, relating to or mentioning the extension of credit or any action to collect a debt, or obligation of Customer shall be commenced and resolved only in the courts located in the city of Massillon, Stark County, Ohio. Customer consents to personal jurisdiction and venue and waives any right to assert that the courts in Stark County, Ohio are an inconvenient forum.