Buyer and Seller

In these Terms and Conditions, the term "Buyer" refers to the party placing a purchase order, whether by written, electronic, or other means, which is accepted by and subject to these Terms and Conditions. The term "Seller" refers to TJ's Packaging, Inc. A "Purchase Order" means any such order submitted by the Buyer.

Payment Terms

- 1. **Open Credit Account** Standard payment terms are net thirty (30) days from the invoice date. All purchase orders are subject to approval by the Seller's credit department, which reserves the right to adjust or revoke credit terms without prior notice. Repeated late payments may result in future orders requiring prepayment or cash-on-delivery (COD).
- 2. **Credit Card Purchases** If credit card payment terms are approved, the Buyer's card will be charged at the time of shipment.
- 3. **COD Orders** Available subject to Seller's policies and applicable fees.

Pricing

- 1. All prices are subject to change without prior notice when due to factors beyond the Seller's control.
- 2. Orders will be billed at the price in effect on the date of shipment.
- 3. Prices are based on standard net thirty (30) day terms. Alternative payment terms may result in a pricing adjustment.

Handling Fees

 Orders that do not meet the Seller's minimum order value may incur an additional handling charge.

Buyer's Commitment

- 1. Buyer is committed to purchasing the entire quantity of goods or services specified in the blanket order.
- 2. Buyer may cancel purchase order but only if order can be canceled with TJ's Packaging, Inc. supplier.

Shipping

- 1. Unless otherwise agreed, shipments will be made Fee On Board (**F.O.B**) Seller's dock or the manufacturer's facility, at the Seller's discretion. Orders will be shipped via the most efficient method unless otherwise specified by the Buyer.
- 2. Shipping costs will be prepaid by the Seller and added to the Buyer's invoice unless written instructions specify otherwise.
- 3. For expedited shipments, contact Seller's Customer Service.

Returns

- 1. Prior written authorization from the Seller is required for all returns. Standard products in new, resalable condition with the original packaging may be returned within sixty (60) days of the invoice date. Credit or refund will be issued only after inspection and acceptance of the returned goods. Credits expire one (1) year from the date issued.
- 2. Special-order items may be subject to restocking charges.
- 3. Custom-manufactured products made to Buyer specifications are non-returnable except in cases of defects in material or workmanship.

Sales Tax

Sales tax will be applied to all orders shipped within Minnesota in accordance with state, county, and local laws. Buyers shipping to other states are responsible for any applicable tax reporting and payment. Minnesota tax-exempt customers must submit a properly completed exemption form (ST3) to the Seller's credit department.

Freight Claims

Buyers should inspect all shipments upon receipt. Any claims for shortages or damages must be made directly with the carrier.

Credit & Collections / Security Interest

To secure payment for goods and services, the Seller retains title to all products supplied until full payment is received. If the Buyer fails to make payment when due and does not cure the default within ten (10) days of receiving written notice, the Seller may, without liability, suspend performance, revise payment terms, and/or repossess delivered goods. The Seller may charge finance, service, or late fees in compliance with applicable law. If collection efforts are required, the Buyer will be responsible for all associated costs, including legal fees.