



**TERMS:** Buyer agrees to pay for the products according to the Seller's payment terms. In the event the Buyer fails to make any payment to Seller when due, Buyer's entire account(s) with Seller shall become immediately due and payable on five (5) days advance notice. All past due amounts are subject to service charges at the rate stated on this invoice, but not to exceed the maximum amount permitted by law. Buyer hereby grants Seller a purchase money security interest in the products, including the proceeds thereof, until such time as Seller is fully paid. Buyer will assist Seller in taking the necessary action to perfect and protect Seller's security interest.

**GUARANTEE:** By ordering the goods and accepting delivery of the same, you represent the Buyer has sufficient capital to pay for the goods at the prices invoiced to the Buyer by the Seller. If a check you issue for payment is not paid by the bank it is drawn against, you agree to reimburse Seller all fees incurred by it as a result of the non-payment of the check, and you also agree to pay Seller a \$50.00 administrative fee each time your bank does not pay your check for the amount drawn.

**REMEDIES OF SELLER:** If buyer does not pay all sums due Seller when due, the Buyer is in default. Buyer hereby agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith collecting the amounts due from Buyer to Seller. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorney's fees, will be added to the balance due and Buyer shall pay all such charges upon demand.

**GOVERNING LAW:** This transaction shall be governed in all respects by the laws of the State of New York (excluding choice of law provisions). All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller in a Court venue in Rockland County, New York, and within the applicable statutory period, but in no event more than ONE (1) YEAR after the date of invoice.

**LIMITATION OF LIABILITY:** Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

**NOTE:** ALL CLAIMS FOR DAMAGES OR SHORTAGES MUST BE MADE WITHIN 24 HOURS OF RECEIPT.  
ALL RETURNS MUST BE APPROVED BY THE OFFICE. RETURNS WILL BE PROCESSED AS CREDITS ON YOUR ACCOUNT.

I AM THE CIGARETTE STAMPING AGENT AND PAID , OR WILL PAY, ALL N.Y.S. PREPAID CIGARETTE AND TOBACCO TAXES AND I AM PASSING THESE TAXES THROUGH TO YOU, THE PURCHASER.

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS INVOICE IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, CORRECT AND COMPLETE.

**SET-OFF:** Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

**Sales Out of NY State:** Customer responsible for payments of all applicable taxes.

**WE CARD** - 1-800-934-3968 - www.wecard.org