



Connecticut Coconut Company  
 44 Hubbell Lane  
 Shelton, CT 06484  
 Tel # 203.513.2691  
 Email creditdept@ctcoconut.com  
 http://www.ctcoconut.com

## TERMS OF SALE AGREEMENT

REQUIRED

(Please read the following and sign below)

The undersigned \_\_\_\_\_ (“Purchaser”) agrees that all purchases made by the Purchaser from Connecticut Coconut Company (“Seller”) are subject to the following terms and conditions:

1. **Payment Terms for minimum orders (1 pallet):** All amounts due for goods and services purchased from seller within the terms of 50% down payment when placing a P.O. and balance Net-30 days specified on the invoice, calculated from the invoice date. However, Seller may in its sole discretion, at any time, change Purchaser’s credit terms, require payment in cash before servicing, and/or require anticipated payment of any or all amounts due, or to become due. Purchaser acknowledges that amount due to Seller are not payable in installments, but are payable in full as stated herein.
2. **Payment Terms for orders less than 1 pallet:** All amounts due for goods and services purchased from seller within the terms of 100% payment when placing a P.O.
3. **Returns and Shorts:** In the event that we make an error in the product delivery, we will of course authorize the return of incorrect or defective merchandise and pay for the return shipping costs. You agree to carefully inspect all products and ingredients upon arrival and report any problems or need for replacement to the delivery driver and to buyer within 24 hours.
4. **6 and 12 month Contracts:** quoted prices will hold for the duration of the contract. Buyer will give one (1) work week lead time to seller before product withdraw, allowing seller to arrange for delivery. All products must be out of the seller’s warehouses by the expiration date of the contract. Purchaser can draw all products at once or as often as they want. Each time product is draw a P.O. must be created. Payments terms same as listed in paragraphs 1 above.
5. **Late Payment:** If any amounts due to Seller are not paid in accordance with such payment terms listed in Paragraph 1 or 2, a service charge shall be added to the sums due, which shall be equal the amount obtained by multiplying the delinquent balance of one-and-a-half percent (1.5%) per month for up to 1 month. Thereafter the seller will notify purchaser of collection procedure via counsel as described in paragraph 7 below and a service charge of (2.5%) per month until full settlement is completed.
6. **Fees (bank):** Purchaser shall pay Seller a flat rate of \$ 50.00 as a service charge for all checks returned by Purchaser’s bank; if returned check behavior continues the seller will discontinue our services immediately.
7. **Fees (legal):** In the event it shall become necessary to employ counsel to collect overdue balances on any invoice, purchaser agrees to pay attorney’s fees of 100% of the balance at the time counsel is employed plus all other expenses incurred in the collection of said overdue account balance plus interest on unpaid balance due.
8. Purchaser shall notify Seller by certified mail at Connecticut Coconut Company, 44 Hubbell Lane, Shelton, CT 06484, of any change in ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material aspects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
9. Purchaser agrees that Seller may obtain financial information from any lending institution, trade creditor, and/or credit-reporting firms, at any time, on Purchaser and/or on any principals or owners of Purchaser. Further, Purchaser understands that the Seller may be required to provide information to these sources in order to obtain necessary information that will allow for continuing credit availability.

I have read the terms and conditions stated above and agree to all of these terms and conditions.

“Purchaser” (Corporate Legal Name):

Authorized signature 1

Authorized signature 2

Authorized signature 3

Printed name / Date

Printed name / Date

Printed name / Date

**Internal Use Only:**

Account Representative: \_\_\_\_\_ Date Received: \_\_\_\_\_ Billing Account No. \_\_\_\_\_

Terms Issued: \_\_\_\_\_ Processed by: \_\_\_\_\_ Credit Approval Date: \_\_\_\_\_

First Invoice #: \_\_\_\_\_ Initial Order Amount: \_\_\_\_\_ Approved by: \_\_\_\_\_