



## PURCHASE AGREEMENT

*Amounts due as a result of any and all purchases hereafter made by the Customer from Tradition Creek, LLC will be paid to Tradition Creek, LLC on the following terms and conditions:*

**TERMS:** Due and payable in full within 30 days from the date of invoice unless otherwise agreed upon in writing. Accounts 60 days old will be placed on credit hold. Legal action will be taken after an account is 90 days old.

**BAD CHECKS:** A service charge of \$15.00 will be applied to each returned check.

**HANDLING AND RESTOCKING CHARGE:** A handling and restocking charge of 20% will be made on all goods returned unless due to error caused by Tradition Creek, LLC. Returns will only be accepted on unopened cases and no later than 30 days after receipt of delivery.

**TITLE:** Title to any and all goods or materials hereafter purchased shall remain with Tradition Creek, LLC until the full purchase price has been paid.

**FAILURE TO PAY OR INSOLVENCY:** Failure by Customer to pay any part of the purchase price when due, or in the event that proceedings in bankruptcy, receivership, or in solvency are instituted by or against Customer or his property Tradition Creek, LLC may at its option, cause the entire unpaid balance to become due and immediately payable.

**ENTIRE AGREEMENT:** This agreement covers all materials which Customer may hereafter acquire at any time from Tradition Creek, LLC No waivers or modifications shall be valid unless the same are in writing and executed by the parties hereto. This contract shall apply and accrue to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

**LITIGATION:** In the event of any litigation arising out of this agreement, Tradition Creek, LLC. shall be entitled to its reasonable costs and expenses incurred including attorney's fees.

**STATE LAWS:** This agreement shall be governed by the laws of the State of Minnesota, in which this credit is extended.

**RECEIPT OF COPY:** The Customer hereby acknowledges the receipt of a copy of this Agreement at the time of its execution. The Agreement must be signed by the **owner of the company or by an officer of the corporation.**

I would like to be considered for Net 30 Day Terms, with a credit line of \$ \_\_\_\_\_

**Accepted by customer: Must be owner, partner or officer of corporation.** Date \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
(Print Name)

Signature \_\_\_\_\_

Accepted by Tradition Creek, LLC Date \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_