

TERMS AND CONDITIONS

This Application and accompanying Application Documents are submitted by the undersigned applicant ("Applicant"), to WILBERT FUNERAL SERVICES, INC. thereof ("THE WILBERT GROUP"), for the purpose of obtaining credit.

1) **Payments:**

Standard Term Accounts: Payments are due and payable **30 days from the invoice date or as stated on invoice** ("Payment Date"). No deductions shall be made unless all prior invoices of Applicants, or any subsidiary or affiliate of Applicant, are paid in full and/or any other obligations are current with THE WILBERT GROUP.

Cash on Delivery Accounts: Payments are due and payable **7 days from the invoice date or as stated on invoice** ("Payment Date"). No deductions shall be made unless all prior invoices of Applicants, or any subsidiary or affiliate of Applicant, are paid in full and/or any other obligations are current with THE WILBERT GROUP.

- 2) **Service Charge:** A service charge of 1.5% per month or 18% per annum (but not to exceed the maximum amount allowed by law) shall be charged on all unpaid invoices beginning the first day of the month following the Payment Date, and daily thereafter until the past due amount is paid in full.
- 3) **Delivery & Returns:** Applicants shall examine material upon receipt. All claims for shortages or improper delivery must be made in writing within five (5) days of delivery. **Claims not received in writing within the time specified are waived by Applicant.** THE WILBERT GROUP will accept the return for credit of regularly stocked items of current product in clean, unused and undamaged condition with original packaging with all original parts ("Returns"). Returns are subject to a 20% restocking fee, unless specified otherwise. No other material may be returned for credit including special order items, unless specifically agreed to by THE WILBERT GROUP.
- 4) **Information Provided:** Applicant represents and warrants to THE WILBERT GROUP that the Application documents are true, complete and accurate in all respects.
- 5) **Sales Obligations:** Nothing herein shall be construed as an agreement by or an obligation of THE WILBERT GROUP to sell any product or service to Applicant on credit terms or otherwise.
- 6) **Modification of Terms:** THE WILBERT GROUP may at any time in its sole discretion with written notice to Applicant at the address shown on the reverse, amend, modify, supplement, and/or supersede the terms and conditions of sale of any product or service sold by THE WILBERT GROUP.
- 7) **Contract Documents:** Applicant's agreement with THE WILBERT GROUP is evidenced by the Application Documents, any price notifications or subsequent changes thereto from THE WILBERT GROUP to Applicant, all invoices, and any permitted amendments, modifications, supplements, or other changes to the foregoing (collectively called the "Contract Documents"). Upon approval of Applicant's credit, the Contract Documents shall constitute a valid, binding and enforceable agreement between Applicant and THE WILBERT GROUP.
- 8) **Collection Costs:** In the event that Applicant's account is placed in the hands of attorney(s) for collection, or for representation of THE WILBERT GROUP in connection with a bankruptcy or insolvency proceedings relating to Applicant, Applicant promises to pay, in addition to all other amounts otherwise due, the reasonable costs and expenses of such collection, and representation, including without limitation, reasonable attorneys' fees, collection costs, expenses and court costs (whether or not litigation has commenced in aid thereof.)
- 9) **Governing Law:** Applicant agrees that if the Application Documents and/or the Contract Documents give rise to any legal action, the action shall be governed by and construed according to the laws of Kansas and shall be commenced within and limited to the jurisdiction of the District Court of Johnson County, Kansas.
- 10) **Severability:** In the event any provision of the Application Documents and/or the Contract Documents should be held to be unenforceable, each and all other provisions of the Application Documents and/or Contract Documents shall remain in full force and effect.
- 11) **Entire Agreement:** Upon receipt of the executed Applicant Documents and approval of Applicant's credit, the Application Documents and Contract Documents set forth the entire agreement between the Applicant and THE WILBERT GROUP regarding the matters described herein and therein, and supersedes all prior oral or written agreement in respect thereof. No provision of this Agreement may be changed, altered, modified or waived except in writing signed by the parties, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.
- 12) **Miscellaneous:** The captions of sections hereof are inserted for convenience for reference only and shall not be used in construing the terms and provisions hereof.

Note: As part of the credit application process, The Wilbert Group may require the completion of a Personal Guaranty form

I accept these terms and conditions

Initials:



Astral Industries

Phone: 913-386-7030, Option 2

Fax: 765-874-1999



Pierce Companies

Phone: 913-386-7030, Option 3

Fax: 913-663-4389



Memorial Monuments

Phone: 913-386-7030, Option 5

Fax: 208-888-2677



SI Precast



Wilbert Funeral Services, Inc.

Phone: 913-386-7030, Option 4

Fax: 913-345-9612