

Non-Stock Special Order Agreement

This agreement (“Agreement”) is between _____ (“Customer”) located at _____ and All Florida Paper, LLC (“AFP”) located at 9150 N.W. 105th Way, Medley, Florida 33178.

- 1. LEAD TIME.** Manufacturer’s lead time commences at the time a purchase order is issued to the manufacturer by AFP. Manufacturer’s lead time is an approximate time frame, over which AFP has no control. If the special-order product(s) “Product(s)” in this Agreement do not meet the minimum for delivery, the lead time will depend on AFP’s ability to consolidate Customer’s order with other orders.
- 2. RECEIVING AND PAYMENT.** Customer agrees that AFP will not stock any special-order products included in this Agreement. AFP will deliver and Customer will receive these Products within five (5) days. Payment is due according to Customer’s established credit terms. If Customer’s company or its assets are sold, or if Customer’s company is renamed or reincorporated, Customer is still subject to the terms of this Agreement and responsible for paying for all the Products included in this Agreement. Customer cannot assign this Agreement, or any interested hereunder without AFP’s prior written consent.
- 3. WAIVER.** Delay or failure to exercise, or partial exercise of any right under this Agreement will not operate as a waiver of that or any other right hereunder.
- 4. DAMAGES.** In no event shall AFP be liable to the customer for any indirect, special, incidental, consequential or exemplary damages including, but without limitation, damages for loss of revenue, loss of profits, or loss of customers, clients or goodwill arising in any manner from this Agreement and/or the performance or nonperformance hereunder.
- 5. NOTICE.** Any notice under this Agreement must be in writing and sent to AFP at the address specified at the beginning of this Agreement (or any new address of which notice is given).
- 6. OTHER PROVISIONS.** This Agreement shall be subject to, construed, and interpreted under the laws of the State of Florida without regard to its conflicts of law provisions. The parties agree that the exclusive venue for any action relating to this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, FL. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Special-Order Products Requested

Customer Name	Account No.	Date	Approx. Lead Time	Assigned DSR

Primary Address	City	State	Zip Code	Manufacturer

AFP Item Number	Product Description	Price	Quantity	Total Price

Authorized Signature _____
All Florida Paper, LLC

Print Name _____ Date _____
All Florida Paper, LLC

Customer Signature _____

Print Name _____ Date _____