

TOM's OF MAINE, INC.

Electronic Payment Trading Partner

Please send completed form to:

Tom's of Maine, Inc.
c/o Colgate-Palmolive - North America
P.O. Box 30
Topeka, KS 66601

eMail: CPNAVMG@COLPAL.COM

Your Company

Your Financial Institution

Vendor Number:							
Name:				Name:			
Address:				Address:			
City:		State:		City:		State:	
Country:		Postal Code		Country:		Postal Code	
Contact Person:				Contact Person:			
Telephone:		Ext.:		Telephone:		Ext.:	
DUNS Number or IRS Taxpayer ID#:				Bank Transit Routing #:			
eMail Address:				Account Number to Receive Our Payments:			
				Name on the Account:			
Our electronic payment to you will include transmission of remittance data. We will normally use format CTX for this transmission. If a form other than CTX is needed please specify:							

Terms and Conditions for Electronic Payment

Your company agrees to accept payment by Tom's of Maine, Inc. through electronic funds transfer and that we can rely exclusively on the information you supplied on the Enrollment Form. This applies to and amends all existing agreements with Tom's of Maine, Inc. by incorporating the following terms and conditions for electronic payment.

Tom's of Maine, Inc. will initiate payment to you based on the following:

1. The electronic funds transfer will be made to the financial institution and account number on this Enrollment Form.
2. We will make payments in accordance with and be governed by the National Automated Clearinghouse Association's Corporation Trade Payment Rules. Our process is governed by and in accordance with the laws, other than choice of law provision of any particular contract, of New York, including Article 4A of the Uniform Commercial Code as enacted by the State of New York and amended from time to time.
3. The information you provided on the Enrollment Form is very important. You understand that any change in the information must be communicated to Tom's of Maine, Inc. by an authorized representative of your company in writing to Tom's of Maine, Inc. in time to allow Tom's of Maine, Inc. to respond to the change. Tom's of Maine, Inc. is not liable to you for any loss which may arise solely by reason of error, mistake or fraud regarding this information.
4. Payment is initiated within the normal terms of our commercial agreement with you. Our EFT terms and conditions neither enlarges or diminishes the respective rights and obligations of us within any applicable commercial agreement. The payment due date is not affected. We will consider payment made when your financial institution has received or has control of the payment transaction. This will generally occur within three (3) calendar days following initiation by Tom's of Maine, Inc..

If we initiate payment on a non-banking day at Tom's of Maine, Inc.'s originating bank, the funds transfer will be initiated the following banking day. In all cases, Banking Day is defined as the day on which both trading partner's banks will be available to transmit and receive these funds transfers.

5. Tom's of Maine, Inc. has the right to adjust future payments if payments made are found to be duplicate, in excess of requirements, fraudulent or in error.
6. Tom's of Maine, Inc. is responsible for making all payments with this Agreement. Tom's of Maine, Inc. is responsible only up to the point where your financial institution receives the payment or has control of the transaction. Any loss of data at that point will be borne by you. You should notify Tom's of Maine, Inc. immediately if payment is not received as described in item 4 (above). Tom's of Maine, Inc. shall have a reasonable time (not to exceed ten (10) business days) to make said payment.
7. Electronic Funds Transfers can be terminated by either party providing that notification is in writing, and that both parties agree on the termination date. Otherwise, we will continue to make electronic payments to you as specified.

Written notice to you will be sent to the address provided on the enrollment form. Tom's of Maine, Inc., c/o Colgate-Palmolive - North America, P.O. Box 30, Topeka, KS 66601

Name (print):	
Signature:	
Title:	
Date:	