



## CONDITIONS OF SALE

- A. GENERAL: The terms set forth on this invoice supersede any terms and conditions set forth in any purchase order, invoice, or other written document provided by an ordering party, bill to party, ship to party, or guarantor unless specifically and affirmatively agreed to in writing by Seller.
- B. CREDIT: Seller may, at any time, in its sole discretion, limit or cancel the credit of the Buyer as to amount, and/or length of time and terms. Anticipation or payment demand in cash prior to delivery may be required of the Buyer should credit not be extended for all or any part of this contract.
- C. COLLECTION: Should the need arise to employ professional collection agents and/or attorneys to effect payment of monies due on this contract, all such costs incident to collection, including court costs, attorney fees, etc. will be borne by the Buyer.
- D. FINANCE CHARGES: As allowed by law, a finance charge of 1.8% per month will be assessed on all invoices that are not paid within terms.
- E. PRICING: Prices are subject to change without prior notice.
- F. NON-STOCK/SPECIAL ORDERS: Items not normally stocked, which are special ordered at dealer's request are non-cancelable and non-returnable.
- G. CANCELED CUT ORDER: Orders for cut material which are canceled after the material has been cut but not yet shipped, will be assessed restock charges.
- H. DELIVERY: Shipment of all or any part of this order is contingent upon Seller's ability to obtain supplies, raw materials, and services through its regular sources of supply. Seller shall not be liable for any delays or defaults in making delivery where occasioned by any cause or extent beyond its control, including, but not limited to, action of any governmental authority, shortages of labor, raw materials, production facilities, transportation, fires, floods, or accidents. The transportation company's receipt for goods constitutes delivery, after which our responsibility ceases. Damage in transit using common carrier must be adjusted with the common carrier. Normally delivery charges apply.
- I. RETURN/RESTOCK POLICY: All returns must be authorized before being returned and are subject to the restock charges. Returns without our consent will be refused. Merchandise to be returned must be clean, wrapped and in a condition acceptable for resale. Items will not be accepted for return more than 30 days past the invoice date. See the Return Policy Statement on our price list for vendor specific conditions.
- J. CLAIMS: Buyer must inspect all material before cutting and installation. Claims for obvious and/or visible defects will be settled immediately by allowance or replacement prior to the goods being cut, altered or installed. Claims involving visible defects will not be considered after the goods have been cut, altered, or installed. No claims will be considered on any merchandise sold as imperfects or on any merchandise damaged as a result of improper installation or cleaning.
- K. TAXES: Any applicable government taxes will be charged to the Buyer. State Sales Tax, Use Taxes, etc., will be charged to the Buyer unless the appropriate Exemption Certificate number is filed with the Seller prior to shipment. Sales tax must be charged on displays and samples.
- L. WARRANTIES: Seller, as a wholesale distributor, does not offer warranties on products manufactured by other companies. Seller assigns to Buyer any manufacturer's warranty which is granted by the manufacturer. Any such express warranties are contained in a writing furnished by the manufacturer and may not be modified or expanded by any statements, either written or oral, by any representative of the Seller. No warranties are offered on any material which is sold as seconds, mill trials, irregulars, or any other designation that indicates they are not first quality goods.
- M. EXCLUSION OR IMPLIED WARRANTIES: As a material part of this bargain, all implied warranties, (including merchantability and fitness for a particular purpose) are excluded and the Buyer expressly waives any claim or remedy based thereon.

**THANK YOU FOR YOUR BUSINESS**