

TERMS AND CONDITIONS OF SALE

1. Seller shall have no liability to Buyer for loss of damage from delay in shipment, partial shipment, or non shipment if caused by contingencies beyond Seller's control. Including, without limitation, acts of God, fires, floods, labor disputes, governmental actions and inability to obtain materials, supplies, equipment, or transportation.
2. Buyer shall pay any and all taxes and charges imposed by federal, state, or local government authority, by reason of sale or delivery of goods described whether levied or assessed against Seller, Buyer, or goods. Applicable taxes or charges, if not included in invoices, shall be invoiced separately.
3. No merchandise will be accepted for return and/or credit without prior consent of Seller. The following conditions must be met before consideration will be given for return and/or credit exchange.
 - a. Buyer has notified Seller within 15 days post delivery of claimed damage or failure of goods;
 - b. Goods have not been cut, ruled, printed or processed otherwise;
 - c. Seller must have given instructions for return of goods;
 - d. Merchandise, when returned, is in condition for sale;
 - e. All returned merchandise, accepted as an accommodation the Customer, will be credited at 85% of purchased price;
 - f. All of previously mentioned guidelines apply except for existing concealed damage at time of purchase.
4. No returns will be accepted for goods obtained for Buyer or on special order unless the conditions in paragraph three (3) have been satisfied and Seller's supplier has consented to return of goods.
5. No warranties will extend beyond the description on face hereof. Seller's liability is limited to the value of goods described which fail to conform to the description and, at Seller's option, effect replacement of such goods, credit Buyer (if purchase price has not been paid) or make repayment of amount equivalent to purchase price.
6. All checks will be received and credited subject to final clearance. Notwithstanding any other terms of payment specified, amounts owed to Seller shall be due and payable immediately if;
 - a. Buyer ceases doing business, terminates its existence, or enters into liquidation;
 - b. Buyer becomes insolvent
 - c. A receiver is appointed to hold, manage, or operate Buyer's property/business
 - d. Buyer's property or business is assigned for benefit of creditors;
 - e. Proceedings are instituted by or against Buyer under any bankruptcy of insolvency law.

- 7. All credit card transactions are subject to a 3% charge per transaction**
- 8. Prices are subject to change without notice.**
- 9. Unless otherwise indicated on order, all shipments are F.O.B. shipping point.**
- 10. Unless otherwise indicated, Cash Discount Terms are: printing – 1% 10th prox/net 30.**
- 11. 1 1/2 % late charge, per month, on past due balances.**
- 12. In the event suit is necessary to enforce collected, purchaser agrees to pay a reasonable attorney fee, any court cost incurred and all collection costs thereby.**