

Terms & Conditions of Sale

- 1. Application of Conditions:** All orders are accepted upon these conditions of sale and these only. Any terms or conditions sought to be imposed by customers shall only apply if, and in so far as, they are not at variance with these conditions of sale. Our employees, representative, or agents have no authority to make any oral representation whatever, or orally to vary any of these conditions of sale. We shall not be bound by any such representation or purported variation unless made in writing by an officer of our company.
- 2. Indemnities:** The customer will and hereby does undertake to indemnify us against all claims, damages, penalties and cost to which we may become liable as a result of goods supplied, goods manufactured, or work done in accordance with the customers specifications, or documents relating thereto, which may infringe any patent, trademark, registered design or copyright. Except as stated in this paragraph, all other indemnifications either expressed or provided by common law, are hereby excluded. Seller assumes no indemnity of buyer or any losses of expenses buyer may suffer as a result of a claim made by any third person.
- 3. Prices:** All prices quoted are subject to market fluctuations and to alteration without notice unless a price has been stated on the invoice. All prices are stated in U.S. dollars. Custom quantities of tags printed are subject to a 2% under run. No overrun print or invoice charges will be practiced or applied. Custom quantities of all items like Adhesives, banners, posters, etc. are subject to a 10% over/under print run and invoicing for the actual count produced.
- 4. Delivery:** (a) Where delivery is by our own transport, delivery to the customer shall be deemed to be complete, and the risk shall pass to the customer at the moment of arrival of the goods at the point of delivery and before commencement of unpacking. In all other cases delivery to the customer shall be deemed to be complete at the time of delivery of the goods by us to the carrier. (b) Where goods are offered for delivery by our own transport to site, our obligation is to deliver as near to the site as a safe, hard road permits. (c) All orders accepted and promises of delivery given are subject to the required materials and transport being available and we will not accept any responsibility for delays arising from any causes beyond our control. Where a shortage of goods results from any reason beyond our control, we shall have the right to apportion our available supply among our customers in such a manner as we deem equitable. (d) Delay default or defect in one or more deliveries shall not affect the balance of this order.
- 5. Loss of or Damage to Goods in Transit:** (a) We shall not be liable for loss or damage alleged to have taken place before delivery unless notification by the customer in writing, giving full details of the alleged loss or damage, is received by us within ten (10) days of the date or (in the case of goods lost) within ten (10) days of the date on which the goods would have been delivered (b) In addition to and not as an alternative to the above, any obvious damage to goods or to their packing must be noted on the carriers copy of the delivery note or equivalent document at the time of delivery. Non-delivery of any part of any consignment of goods must be similarly noted. (c) We shall not in any event or in any circumstances be liable for any consequential loss or damage arising out of the loss or damage to goods or any part thereof.
- 6. Order Changes or Cancellations:** Seller reserves the right to recover losses incurred due to the change or cancellation of a customer label order that has been partially or wholly produced.
- 7. Returns:** No returns will be accepted without prior authorization. A minimum return of 2,000 tags is required. Requests for adjustments must be made within 60 days of shipment. Please note that a 25% or higher restocking fee will be assessed on all returns. A credit for acceptable tag quantity will be issued for the invoiced amount minus the restocking fee. All Return Authorizations and credits will be administered at the discretion of MasterTag after careful evaluation of each request.
- 8. Payment:** Accounts are due for payment, as stated, net 30 days. Should default be made by the customer in paying any sum due under any order as and when it becomes due as foresaid we, upon written notice to the customer, shall have the right to suspend all further delivery until the default be made good or to cancel the order so far as any further goods remain to be delivered. We shall be entitled to recover any monies lost or expanded by us in consequence of the suspension or cancellation. Account service charges will be assessed on amount past due at the rate of 1.5% per month (18% per annum) or the highest amount allowed by law. In addition, the customer agrees to pay for all costs, collection fees, reasonable attorney fees, and other losses or expenses incurred should collection action become necessary. There will be a handling charge for all COD shipments.
- 9. Security Interest:** The Seller expressly retains a security interest in the purchased merchandise until the full price is paid. In addition to all other rights and remedies we may have failure to pay the purchase price of purchased merchandise when due shall give Seller the right without liability, to repossess that purchased merchandise without notice and to avail itself of all legal remedies it may have. Buyer shall, at Sellers request, execute one or more financing statements evidencing this security interest.
- 10. Defects:** (a) We undertake, free of charge, to replace or at our option, repair any goods sold by us or any part thereof, which on inspection by us, we are satisfied are defective in that they do not meet the customers specifications as agreed upon in writing provided: (i) we receive within the (30) days of the date of delivery and in any event before processing of the goods by buyer written notice of the alleged defects and particulars thereof and notification of the location of the good and (ii) we are given reasonable opportunity within two months of the date of delivery to inspect the goods on site, or if we alone should so elect in writing at our premises. (b) The customer will bear all costs of removing and delivering such goods to and from our premises for the purpose of inspecting or replacement. (c) THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES FOR MERCHANT ABILITY AND FITNESS. THE CUSTOMER ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO IT OR RELIED UPON BY IT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS SOLD HEREIN.
- 11. Limitation of Remedies:** Neither party shall be liable for special, indirect, incidental or consequential damages. The remedies of the customer set forth in Paragraph 10 are exclusive and the liability of Seller with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty or otherwise shall not except as expressly provided herein exceed the price of the product on which such liability is based.
- 12. Insolvency of Customer:** If the customer becomes bankrupt or insolvent or is unable to meet obligations as they become due during the period after the customer accepts we may forthwith terminate this agreement upon written notice of termination to customer. Any such termination shall not prejudice our rights to any amount then due under this agreement.
- 13. Arbitration:** Any dispute, difference, or question arising between us and the customers as to the construction, meaning, or effect of these conditions, or as to our respective rights or liabilities under any contract to which these conditions apply or otherwise shall be referred to a single arbitrator to be agreed upon by us and the customer or failing such agreement to be nominated by the senior circuit court judge of Muskegon County, Michigan, and every such reference shall be deemed to be a submission to arbitration within and subject to the rules of the American Arbitration Association.
- 14. Law Applicable:** This contract is made subject to and shall be constructed and enforced in accordance with Michigan law.