

All sales will be limited to the terms and conditions contained herein. An objection by Buyer to any of the terms contained herein shall be deemed to have been waived if we do not receive the objection in writing within 10 days of receipt of invoice or acknowledgment or before part of the merchandise or services is accepted by Buyer, whichever may occur first.

- 1. WARRANTY DISCLAIMER.** All products made by Seller are inspected before shipment. If any goods prove to have been defective in material or workmanship at time of shipment, and a claim is made by Buyer in the manner set forth below, Seller will repair or replace the goods, at Seller's option. Unless otherwise agreed by Seller in writing, Seller makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. In no event shall Seller be liable to Buyer for incidental or consequential damages.
- 2. STATUTE OF LIMITATIONS.** Any action for breach of contract of sale must be commenced by Buyer within one year after the cause of action has occurred.
- 3. RETURNS.** All returns must be authorized in advance by Seller within 10 days of receipt of goods by Buyer. Buyer must pre-pay all freight on authorized returned goods. Freight claims resulting from return shipment are the responsibility of Buyer. Credit on account minus a restocking charge will be made upon inspection of returned goods. Custom, non-stock and special order items are not returnable. Returns will not be accepted after 60 days from receipt of merchandise and no adjustments of any kind will be made after 180 days from receipt of merchandise.
- 4. SHORTAGES.** Claims for shortages must be made by Buyer within 48 hours of receipt of the goods, and no claims made after the expiration of such period will be entertained or allowed.
- 5. DELAYS.** All orders are accepted by Seller upon the express understanding by the Buyer that Seller shall not be liable for delays in delivery of the goods or inability to deliver the goods caused by or due to inability to obtain transportation, equipment, or material, or by reason of fires, floods, storms, embargoes, actions of any military or civil authorities, whether legal or de facto, strikes, labor difficulties, riots, lock outs, acts of God, or similar or different circumstances beyond the control of the Seller.
- 6. FREIGHT.** All costs of freight, transportation, or mailing, unless prepaid, and all demurrage charges shall be paid by Buyer. Buyer shall also pay for all increased freight rates whether prepayment for freight rates has been made or not. Likewise, if freight charges have been prepaid and the actual freight charges are less than quoted, buyer forfeits the difference.
- 7. WAIVER.** A waiver by Seller of any breach by Buyer shall not constitute a waiver by Seller of any other breach by Buyer.
- 8. DELIVERY.** Delivery of the goods by Seller to the carrier at the point of origin shall constitute delivery of the goods to Buyer and thereafter the shipment of the goods shall be at Buyer's risk. All claims and allowances for damage to the merchandise incurred in transit must be filed against and presented to the carrier by Buyer. Goods sent by mail are insured at cost of Buyer.
- 9. PAYMENT.** Prices Net 15 to approved credit. Terms are from date of invoice and not from date the goods are received. No extra dating. All payments shall be made in U.S. dollars. Any amounts past due are subject to a service charge of 1½% per month (18% annually) starting 30 days after invoice date. The minimum merchandise billing amount is \$50.00 net and a service charge of \$5.00 will be charged on orders less than the minimum. Custom screen printed banners and flags are subject to variation in quantity. All orders subject to plus/minus 10% variance. Order accepted only on the basis that final invoice will reflect actual quantity delivered and Buyer agrees to accept and pay for overruns. All prices and specifications subject to change without notice.
- 10. CANCELLATIONS.** Orders for custom, non-stock and special order items cannot be cancelled except upon terms that will compensate Seller for costs incurred.
- 11. BACK ORDERS.** Sellers policy is to ship all available merchandise and back order the balance unless otherwise specified by the Buyer. Therefore, Buyer must accept partial shipments and pay partial invoices and additional freight charges within Sellers payment terms.
- 12. DIES, TOOLS AND PATTERNS.** Charges made for dies, tools and patterns are part of the purchase price of the goods and do not convey ownership to Buyer. All dies, tools and patterns remain the property of Seller, unless agreed by Seller in writing.
- 13. COLLECTION.** Buyer shall, in the event that affirmative action is required on the part of the Seller to collect the amount owing to Seller by Buyer, pay the Seller all costs of collection including reasonable attorneys' fees.
- 14. SHIPPING WEIGHTS, PRICES and SPECIFICATIONS.** Weights published by Seller are approximate and will vary according to size of shipping carton and/or packaging materials used. Weights are published for determining approximate freight charges by Buyer. Seller is not responsible for any difference in calculated freight charges versus actual freight charges. All prices and specifications are subject to change without notice.
- 15. HANDLING FEES AND TAXES.** A \$2.00 Shipping and Handling fee is added to each invoice. The appropriate State sales tax will be applied regarding shipments to the following States: Florida, Illinois and Wisconsin.
- 16. MIX AND MATCH PRICING.** Throughout this catalog, it is noted where certain groups of similar products can be mixed or matched to achieve the higher quantity pricing. No other mix and match pricing will be allowed. This includes all pricing subsequently published by seller that is not contained in this catalog such as, but not limited to, new product flyers, special promotions and published internet pricing.
- 17. PRICING AND AVAILABILITY DISCLAIMER.** All pricing is subject to change. Eder Flag reserves the right to make adjustments to pricing, product and service offerings for reasons including, but not limited to, changing market condition, production discontinuations, product unavailability and errors in advertisements. All orders may be subject to product availability.

We accept VISA, MasterCard and American Express