

TERMS & CONDITIONS OF SALE

ACCEPTANCE (ACKNOWLEDGE) OF ORDER. This order is accepted by Seller at its office to which this order was delivered, and is subject to the following terms and conditions, which may not be modified except by writing, signed by Seller's duly authorized representative. Any inconsistent terms in Buyer's order or confirmation will not be binding on Seller.

TERMS, INTEREST AND COLLECTION COSTS: Terms for payment of this order are set forth herein. All sums not paid according to said terms shall be subject to interest or a late charge at the rate of one and one-half percent per month except where the applicable state law prescribes a maximum legal interest rate or late charge and only at the maximum amount allowed by law. In the event it is necessary to place this proposal in the hands of an attorney for collection, Purchaser will pay Fawn Embroidery Punching Inc. (hereinafter'Selfer! reasonable attorney's fees.

EXTENSION OF CREDIT: If by the terms of sale, credit is extended to Buyer, Seller reserves the right to revoke such credit if Buyer fails to pay for any goods previously delivered when due or in the judgement of Seller there has been a material adverse change in Buyer's financial condition and thereupon Seller shall have the right to demand payment before further shipment of any goods. All order for new accounts will be shipped C.O.D. until credit can be established. Also accept Visa, MasterCard, and American Express.

CLAINS FOR LOSS OR DAMAGE IN TRANSIT: Purchaser is responsible for inspection of merchandise on receipt from carrier. Loss or damage in transit should be noted on the freight bill and a claim field by Purchaser against the carrier. Should the Purchaser find concealed loss or damage, he should immediately contact the carrier and initiate a claim procedure. All claims must be made within 5 days of receipt of goods. No claims will be honored after 5 days have lapsed.

DEFECTS: If any portion of the goods delivered to Buyer is defective or is otherwise not in accordance with contract specifications Seller shall have the right in its discretion either to replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Seller without Seller's written consent. In no event shall Seller be liable for the cost of processing, lost profits, injury to good will or any other special or consequential damages.

DELIVERY IN INSTALLMENTS: Unless otherwise expressly stated, Seller shall have the right to make delivery in installments. All installments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.

SHIPMENTS: Seller will take carrier selection based on current rates, reliability and transit schedules. Should the Purchaser request alternate transportation, he thereby assumes all liability for delays, excess charges and damages resulting from that carrier selection. All shipments are FO.B. our plant location.

DELAYS. Seller is not responsible for delays in making delivery or any failure to make delivery due to causes beyond its control, including, but not limited to acts or regulations of any governmental authority, acts of God, public disorders, fire, work stoppage or slowdown, accident, flood, war and national emergency.

TAXES. Taxes and fees of any nature are not included in the quoted prices unless the contrary is specifically so stated in the order. Applicable State sales tax will be billed unless Seller is supplied with appropriate tax exemption certificates prior to the initial billing.

DISCOUNTS: Only one discount offer per customer.