



## TERMS & CONDITIONS OF SALE

**TERMS & ACCEPTANCE...**All sales of goods manufactured or supplied by Seller ("Goods"), Shall be subject to these terms & conditions. Acceptance of buyer's order for such goods by seller is expressly limited to the terms and conditions contained herein and on the face hereof. Seller hereby objects to any different or additional terms which may appear on any form of buyer, or any alterations in the terms and conditions of this document, unless expressly agreed to in writing by seller. With respect to buyer's offer to purchase the goods, this document shall not operate as an acceptance of buyer's offer, but rather shall be deemed to be a counter offer. Buyer's delivery of an acknowledgment of these terms, or acceptance of the Goods, whichever occurs first, shall constitute Buyer's consent to the terms hereof. In the event of any conflict between the terms set forth herein and the face hereof, the latter shall control.

**DELIVERIES...**Shipments will be made as nearly as possible in accordance with dates specified by Seller's acceptance of order, subject to any or all causes beyond Seller's control.

**RETURNS AND CLAIMS...**All merchandise delivered is non-returnable, except as authorized in writing by Seller. Unauthorized returns will be refused. All returns will be subject to a restocking fee. All special order items or sizes slit and or printed to order, are not returnable. A Returned Goods Authorization number (RGA) must be clearly marked on all returned items. RGA's expire 30 days after the date of issuance. Once the RGA expires, Seller will not accept returns.

**NON-STANDARD & SPECIAL ITEMS...**Seller reserves the right to increase or decrease order by 10% over or under the specified quantity. Due to the nature of the printing process, custom and stock ink colors may vary from run to run.

**WARRANTY...**Seller warrants these products to be free from defects in material and workmanship at time of shipment, and for a period of 90 days thereafter, and shall correct defects by replacement or (at Seller's option) refund of the purchase price. IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS. Products are sold with the understanding that Buyer has examined and tested the products before use or application, has independently determined the suitability of the products for his/her purposes, and resumes all risks, costs and liabilities in connection therewith. Buyer is reminded that certain materials are sensitive to adhesive tapes and discretion should be used in their application. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS OR IMPLIED. No agent or representative is authorized to give any guarantee or make any statement contrary to or inconsistent with this warranty.

**LIMITATION OF LIABILITY...**IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO BUYER or to any other person, including but not limited to loss of profit, loss of use or production, or loss of capital. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, and THE TOTAL LIABILITY OF SELLER with respect to any contract or anything done in connection therewith, such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation, or use of any products, whether arising out of contract, negligence, strict tort, or under any warranty or otherwise, SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS, UPON WHICH LIABILITY IS BASED. By receiving and using these products, buyer consents to the foregoing and agrees to accept these terms and conditions of sale even if they differ from the terms and conditions stated on buyer's purchase order or any other document. No waiver, alteration, additions, or modifications of the foregoing terms and conditions shall be valid unless made in writing and manually signed by all parties.

Products are sold with the express understanding that buyer has read and understood Continental Tape Printer's terms & conditions of sale set forth above. No waiver, modifications or conditions contrary to these published terms shall be valid unless made in writing and manually signed by an officer of Continental. Title of all goods covered by our invoices, shall remain in the name of Continental Tape Printers, until fully paid.

**PAYMENT TERMS:** Established accounts will receive Net 30 days unless otherwise specified. A service charge of 1.5% per month will be applied on all overdue accounts. We do not accept purchase order terms that differ from these payment terms.

**COSTS OF ENFORCEMENT:** Notwithstanding any other provision set forth in this Agreement, in the event that the purchaser does not meet its payment obligations set term in this agreement. Purchaser agrees to reimburse Continental Tape Printers For all out of pocket expenses and legal costs incurred, by Continental Tape Printers, To enforce such payment obligations, including but not limited to collection agency costs, attorneys fees, filing fees, detective agency fees and accounting fees. Such costs shall be in addition to whatever other legal remedies or damages Continental Tape Printers, may be entitled to under the law and pursuant to the terms of this Agreement.