



TERMS AND CONDITIONS OF SALE

NOTICE: All sale of products described are subject to the following terms and conditions, which are part of the agreement of sale and may not be changed or supplemented without GL Enterprises written approval. In the event of any conflict between these terms and conditions and those submitted by purchaser, the following terms and conditions will prevail.

TERMS: Payment terms are net 30 from the date of invoice on all open accounts with established credit. No discounts on payments beyond a ten (10) day period are allowed. Abuse of the discount period may result in a terms of reduction without prior notice. No extended terms or other deferred payments are allowed without written consent of GL Enterprises. Prices are those in effect at time order is placed. Prices do not include printing plates, art and engraving changes. A finance charge of 1 ½% per month will be applied to any unpaid balance after 30 days. Purchaser agrees to pay all reasonable expenses incurred by GL Enterprises if collection efforts are necessary, including but not limited to attorney's fees, legal and collection costs in addition to any other awards or relief which may be granted. ANY PARTIAL PAYMENT INTENDED TO BE MADE IN FULL SATISFACTION OF THE DISPUTED AMOUNT MUST BE SENT TO 766 W. 2ND ST. OGDEN, UT 84404 ATTN: ACCOUNTS RECEIVABLE

PURCHASE ORDERS: GL Enterprises will accept purchase orders to be received via Fax, Email, Verbal or Text. All orders are subject to i) correction of clerical and pricing errors; ii) acceptance or rejection by GL Enterprises based on requirement date and material availability; and iii) approval by GL Enterprises credit office. Minimum order quantity is \$100.00. Customer's orders that do not have approved payment terms with GL Enterprises will be accepted by MasterCard, Visa, Discover or American Express with Credit Card Authorization form filled out. On printed and special color items, please refer to the print schedule for minimum quantities and applicable service charges.

ART WORK: New accounts must have credit approval before any artwork can be prepared. Under no circumstances will artwork be prepared without a written purchase order. All engravings and artwork will remain the property of GL Enterprises. Signed approval for all artwork prepared by GL Enterprises or its suppliers are required. Printing plates, print scheduling or actual printing will not begin until signed approval is received by GL Enterprises. Normal lead times will begin on the date the signed approval of the artwork is received. Verbal approvals are not acceptable. The Individual who signs (approval via email) or initials the approved artwork is fully responsible for the artwork. GL Enterprises does not warrant the accuracy of printed graduations or the scanability of printed universal product codes. Under no circumstances is GL Enterprises liable for loss of product, loss of business, damage or consequential damages arising from the scanability of GL Enterprises products.

TITLE, RISK OF LOSS: Title to material and risk of loss will pass to purchase upon deliver to the carrier at the time and place of shipment.

CLAIMS: Purchaser agrees to make prompt inspection of the product delivered hereunder. All claims for missing or damaged merchandise during transit must be made in writing within 7 days from receipt of shipment. Claims for damaged goods should be filed immediately with the carrier and notation of damages made on freight bill or delivery receipt. All claims for non-conformity must be made in writing within 7 days from receipt of shipment. Failure to make any claim within such period will constitute irrevocable acceptance of the goods and an admission that they fully comply with all terms, conditions and specifications of this contract. Merchandise may not be returned without first obtaining written authorization from GL Enterprises pursuant to its then applicable return authorization procedures. Approved returns must ship freight prepaid. All returns are subject to inspection and a 15% restocking charge will apply if product packaging is in poor condition.

LIMITED WARRANTY: All products are sold with the understanding that purchaser will examine and test samples of the product prior to purchase in order to determine whether the product meets purchaser's requirements. GL Enterprises warrants to purchaser that the products that at our option, replace defective merchandise, or refund the purchase price thereof. At no time will the liability of GL Enterprises exceed the replacement value of defective merchandise. *(the example I have goes into great detail do we need to do more here?)*

ACCEPTANCE: Acceptance of purchaser's order is limited to, and is hereby made expressly conditional upon purchaser's assent to, the foregoing terms. Purchaser's assent will be deemed given upon purchaser's acceptance of merchandise shipped hereunder or purchaser's failure to make written objection thereto within 7 days after receipt of acknowledgement whichever occurs first. GL Enterprises objects to the inclusion of any different or additional terms proposed by purchaser in purchaser's acceptance of this offer to sell, and if any are included in purchaser's acceptance, a contract for sale will result upon GL Enterprises terms as stated herein. Each shipment received by purchaser from GL Enterprises will be deemed to be only upon the terms and conditions contained herein, notwithstanding GL Enterprises acceptance of payment: for any shipment.

TIME: Lead time will vary due to demand and circumstances. GL Enterprises will not be liable for failure to deliver or delays in delivery due to causes beyond its control or the control of its suppliers. If any delay in delivery due to such causes occurs, the time for delivery will be extended for a period of 60 days. If delivery is not made within such extended period, GL Enterprises reserves the right to cancel such order without liability to either party.

RETURN AUTHORIZATION: To return product, please follow these easy steps: 1) call our customer service department for a return merchandise authorization ("RMA") number and instructions; 2) include with your return a copy of your invoice or packing slip and identify your RMA number, 3) return the product pursuant to the RMA instructions to the original shipping address unless the RMA instructions provide otherwise. No product may be returned without a valid RMA number.

FREIGHT POLICY: Full STANDARD freight paid on all orders over \$1,000.00 and more shipped to any one destination in the Continental USA. Any additional service: lift gate, delivery appointment, specific delivery times, blind shipments, express shipments, etc. the Customer will be responsible for the extra charges. GL will pay 10% of invoice total towards freight on all orders over \$1,000.00 outside the Continental USA. Freight claims

What else should we put on here? What about or freight policy with the new info?

Any suggestions and help is greatly appreciated.