

# TERMS AND CONDITIONS

**1. PRICE:** Client agrees to pay for all services and materials ordered at Imperial Tape Company, Inc. prices in effect at the date of delivery of materials to Client. All prices are subject to change without notice. Unless otherwise specified, published prices are for services and materials requiring standard transfer, duplication or processing based upon the use of Imperial Tape Company, Inc. facilities and the employment of Imperial Tape Company, Inc. personnel during normal working hours.

**2. Taxes and Shipment:** Imperial Tape Company, Inc prices do not include sales, use, manufacturing, excise, processing and other taxes, either presently existing or which may be imposed in the future, in connection with services or materials furnished by Imperial Tape Company, Inc. or materials used by Imperial Tape Company, Inc. in completing Client's order. Any such taxes shall be added to the prices charged to the Client. All prices are FOB, Imperial Tape Company's place of business where the materials are furnished. Transportation of materials to and from Imperial Tape Company's laboratory shall be clients risk and expense.

**3. PAYMENT:** Terms of payment will be negotiated and shown on invoice. A charge of two percent (2%) per month is made on the past due balance of any account in order to reimburse Seller for estimated administrative and other costs associated with delinquent accounts. Pursuant to California Code Section 1671. Customer agrees that such a charge is a fair and reasonable Estimate of the costs seller will incur by reason of Customer's being in default and that ascertaining Seller's actual damages would be impracticable. This charge is not alternative performance provision.

**4. DELIVERY:** Delivery dates, if furnished by Imperial Tape Company, Inc., are approximate. Client's order will be filled as rapidly as practicable taking into consideration the delivery to Imperial Tape Company, Inc of materials by Client, the type of services or materials ordered by Client, Imperial tape Company's obligations to other Clients and Imperial Tape Company's facility capacity. IMPERIAL TAPE COMPANY, INC. SHALL NOT BE LIABLE TO CLIENT OR TO ANY OTHER PERSON FOR ANY LOSSES OR DAMAGES ARISING OUT OF DELAY IN DELIVERY OF SERVICES OR MATERIALS, NOR SHALL IMPERIAL TAPE COMPANY BE LIABLE FOR FAILURE TO GIVE NOTICE OF ANY SUCH DELAY. Any delay in delivery shall not constitute grounds for termination or cancellation of Client's order, whether such delay arises from causes within or beyond Imperial Tape Company's control.

**5. TITLE AND RISK OF LOSS:** Full risk of loss and the title passes to the Customer upon delivery of the merchandise to the Customer. Claims for loss or damage in shipment must be made directly to the carrier. Upon customer's default in payment, Seller may at its option repossess the merchandise. Additionally, seller may pursue any other remedies available at law or in equity under the California Uniform Commercial Code or other laws of similar force, effect and coverage.

**6. RETURNS:** Merchandise may be returned only with the prior written approval of Seller, unless other arrangements have been made, and even the such arrangements must be in writing by the Seller. Returned items must be referenced to Seller's invoice number and must be sent freight preparation unless other arrangements have been made and verified be Seller in writing, to the location directed by the Seller. Seller may collect a reasonable handling charge. Returned merchandise will be replaced or a credit will be issued to your account. When returns are for credit, a credit memorandum will be processed and delivered to Customer shortly after the return of the merchandise. Defective products may only be replaced with the same product. Products returned for reasons other than damage or defects are subject to twenty percent (20%) restocking charge. Non-defective products for which prior written approval is obtained from Seller for a return must be returned to Seller in "resalable" condition and in their original packaging. If non-defective products cannot be made suitable for sale, they will be returned to Customer. A Return Authorization Number (RA) must accompany all returns. Customer may obtain an RA by contacting seller. Merchandise may not be returned without prior authorization and an RA number.

**7. SHORTAGE:** Customer must make any claim for shortages to Seller within ten (10) days of delivery. Customer's failure to advise Seller of shortages within the ten (10) day period shall constitute a waiver of Customer's right to claim a shortage exists in the delivery.

**8. WARRANTY:** A.) **Manufacturer's Warranty.** All warranties made by the Customer are transferred to customer with the sale of the goods. Seller shall not be responsible for manufacturer's warranties. B.) **Seller.** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE. Customer shall hold for examination by Seller any merchandise claimed to be in breach or warranty. In the event Customer's claim is substantiated by Seller's examination, Seller will replace the defective merchandise or credit an equitable portion of the purchase against further purchases or issue a refund less any shipping, handling, and/or insurance charges.

**9. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Pursuant to California Uniform Commercial Code Section 2-719, Customer agrees that no other remedy (including but not limited to incidental or consequential damages for lost profits, lost sales, injury to person or property, delays or lateness or any other incidental or consequential loss) shall be available to him. Customer's sole remedy against Seller shall be as set forth Paragraph above. In the event that the terms set forth in Paragraph are held to be unenforceable, Seller and Buyer agree that consequential and/or incidental damages shall be limited to \$100.00 per shipment of goods from Seller to Buyer.

**10. GOVERNMENTAL REGULATIONS:** Seller makes no representation that the merchandise complies with any present or future federal, state or local regulation or ordinance. Compliance is Customer's responsibility.

**11. LIMITATIONS OF ACTIONS: ANY ACTION AGAINST SELLER ARISING OUT OF THE SALE OF GOODS UNDER THIS AGREEMENT SHALL BE BROUGHT WITHIN ONE YEAR OF DISCOVERY OF SUCH BREACH OR IS FOREVER BARRED.**

**12. ATTORNEY'S FEES:** In the event Customer defaults in the terms of payment, Seller may recover from Customer all costs incurred in the collection including without limitation reasonable attorney's fees whether or not such collection includes the commencement of the lawsuit. Seller shall also, upon obtaining a judgment against Customer, be entitled to recover attorney's fees and investigative costs incurred in enforcement the judgment.

**13. ENTIRE AGREEMENT:** Seller accepts orders only upon the foregoing terms and conditions that shall prevail not withstanding any variance with the terms and conditions of any order submitted by the Customer. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements between the parties. This Agreement maybe amended only by an instrument in writing which expressly refers to this Agreement and which all the parties by all of the parties sign hereto.

**14. SEVERABILITY:** Should any paragraph, clause or provisions of this Agreement be construed by a court or competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraph, clauses or provisions so construed or interpreted. It is the express intent of the parties that the court construe said paragraphs, clauses and provisions so that their meaning and the intent be enforceable to the fullest extent permitted under the law. In no event shall the unenforceability of any paragraph, clause or provision, affect the remaining paragraphs, clauses or provisions of this Agreement that shall remain enforceable.

**15. GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be construed and governed by the laws of the State of California. A material consideration for Seller's sale of goods on credit, Customer hereby agrees that all sales made pursuant to this agreement are made and that the terms of this agreement have been are to be performed within the State of California.

**16. RESPONSIBILITY FOR PAYMENT:** By affixing my signature below, I accept the full personal responsibility for the payment of all the sums owed the Buyer to the Seller. Applicant's signature attests financial responsibility, willingness, and ability to pay Seller's invoices in accordance with the Seller's terms.

**17. PERSONAL RESPONSIBILITY:** The Customer accepts full personal responsibility for the repayment of any indebtedness that either Custom or any other employee generates, should payment become delinquent to Seller.

**18. INDEMNIFICATION:** The customer shall indemnify and hold Imperial harmless from any and all loss, cost, expense, and damages (including court cost and reasonable attorney's fees) on account of any and all manner claims, demands, actions, and proceedings that may instituted against Imperial or any of its Principals, employees or agents, on grounds that said printing violates any copyrights or any proprietary of any person or entity, or that contains any matter that is libelous or obscene or scandalous, or invades any person's right to privacy or any other personal rights except to the extent that Imperial contributed to the matter. The customer agrees at the customer's own expense, to promptly defend and continue the defense of any such claim, demand, action or proceeding that may be bought against Imperia, provided that Imperial shall promptly notify the customer with respect thereto, in all such cases, Imperial shall have the right to choose an Attorney that meets with their satisfaction and approval.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT

\_\_\_\_\_  
Title (must be Owner or Authorized Officer)

**"CUSTOMER"**

**1. REFERENCES:** I am hereby giving notice to all references on this document that it is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorized the firm to whom this application is made to investigate the references listed pertaining to my/our credit and financial responsibility.

**2. OBTAINING INFORMATION:** Anyone named in this Agreement has the Customer's permission to reveal to Seller any information that Seller should wish to obtain, verbally over the telephone, via facsimile (Fax), or in writing, pertaining to Customer's credit worthiness.

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