

# TERMS AND CONDITIONS OF SALE

1. **Price and Payment:** All prices, unless otherwise stated are F.O.B. shipping point and are exclusive of any federal, state, local or other taxes. Any applicable taxes are the responsibility of the Purchaser and shall be added to the invoice unless KAPCO is provided the appropriate, valid exemption certificate by Purchaser. All prices subject to change without notice. Shipments of ten percent (10%) more or less than the ordered quantity constitute completed orders, unless previously agreed to by both Purchaser and KAPCO.

Invoices are payable in full within thirty (30) days following invoice date. Freight and credit cards, net. Invoices outstanding past thirty (30) days following invoice date will be subject to a late payment charge of one-and-one-half percent (1 1/2%) per month. Failure to pay any invoice by its due date makes subsequent invoices due for payment immediately regardless of the terms herein. A service charge will be assessed on returned checks. KAPCO may option to withhold subsequent shipments until the account in question is settled to KAPCO's satisfaction. Payment may be made with either MasterCard or VISA charge card accounts.



2. **Acceptance:** All orders subject to acceptance by KAPCO. Once placed and accepted, any order may be cancelled only upon terms exempting KAPCO against all loss and with the consent of KAPCO. Custom orders are not returnable except in case of manufacturing defect.
3. **Title and Risk of Loss:** Title and risk of loss on all materials sold by KAPCO shall pass to Purchaser upon delivery of said materials to a common carrier regardless of freight terms stated or method of payment of transportation charges.
4. **Transportation Charges:** Most shipments are via parcel services and are prepaid and billed; however, KAPCO reserves the right to specify routing of shipments.
5. **Returns:** KAPCO products are warranted to be free from manufacturing defects. KAPCO may exchange or render credit for unused product after return policy procedures are followed. KAPCO shall not be responsible for claims beyond the replacement value of the defective material. All KAPCO "Closeout" or "Overstock" material purchases are sold as-is and may NOT be returned or exchanged for credit for any reason.

**Defective Material Inquiries:** If within 30 days from the date of purchase there is a perceived product defect, the following procedures apply:

1. Contact KAPCO Customer Service with the following information: Product, Lot Number and Description of Defect.
2. KAPCO Customer Service will request a sample to be sent to KAPCO for quality evaluation. A Return Material Authorization (RMA) Number will be assigned and must be displayed on returning materials. (We cannot accept any return without an approved RMA Number.)
3. Upon receipt and inspection of materials, Purchaser will be advised if material return and/or a credit will be issued. (An additional RMA Number will be issued for approved defective materials for return to KAPCO.)

\*\*\*Please Note: all requested samples and defective materials that are issued a RMA Number must be received by KAPCO within ten (10) business days or claim will be void; also, spliced rolls are not considered defective and *may not be returned!*\*\*\*

**Other Return Inquiries:** If a material return is requested for any reason other than a quality issue, a return approval and RMA Number must be authorized by KAPCO. These returns will be subject to a minimum 15% restocking fee (based on product) and all freight charges (outbound and return costs) will be charged to Purchaser. Returns will ONLY be accepted if received in resalable condition. If not received in such condition, the return will be void and returned to Purchaser at his expense. NO materials will be accepted without an approved RMA Number. KAPCO has the right to accept or refuse any or all non-quality return inquiries.

6. Please refer to product data sheets (available upon request) for specific information on product performance. All product information, recommendations and descriptions are based on manufacturers' research and are believed to be reliable; however, guarantee of this data is not made nor implied. It is recommended Purchaser independently test the product to determine end-use suitability. KAPCO warrants only the goods be free from defects in material and workmanship. KAPCO shall not be responsible for damages or costs of any nature resulting from the use of the material in question. The guidelines set herein constitute the entire obligation of KAPCO with respect to warranty and supersede all warranties previously given.
7. **Non-Waiver:** Failure of KAPCO or any of its agents or representatives to comply with any of the terms or conditions herein or failure to properly notify Purchaser of any breach of these conditions shall not be deemed a waiver of any right KAPCO has to insist upon strict compliance with these terms and conditions in subsequent agreements.
8. **Force Majeure:** KAPCO shall not be liable for any loss, damage, delay, change in shipment schedule or failure to deliver caused by accident, fire, strike, riot, civil commotion, insurrection, war, the elements, embargo, failure of carrier, inability to obtain transportation facilities, government requirements, acts of God or public enemy, previous commitments to customers or limitations on KAPCO's or its suppliers' products or marketing activities or any other cause or contingency beyond KAPCO's control.
9. No salesperson, distributor, representative or other agent is authorized by KAPCO to give any warranty or guarantee contrary to the statements made herein.
10. KAPCO reserves the right to add or delete vinyls or other materials, add or delete colors as they become available or are discontinued by manufacturers, or change prices without notice.

**Minimum Orders:** The minimum order is \$50 (freight not included). Assorted products can be used to meet the minimum order.