

Zeigler's Sales Terms and Conditions

Contract Customers

Payment:

Unless provided for in advance, the purchase price is to be paid at the time of pick up, delivery, or attempted delivery by seller or his agent, by cash, approved company check, credit card, certified check or money order payable to the seller. Unless on account, all orders must be paid in full before goods can be depart seller's location. Claims for tax exemption must be supported by a tax number or certificate at the time of the order placement. No refund shall be made if a certificate is provided subsequent to the transaction.

Non Payment According to Agreed upon Terms:

Buyers agree to pay a late payment charge on all overdue balance in an amount not to exceed the legal limit. Should seller choose to pursue collection of this debt in a court of law, and should seller prevail, buyer further agrees to pay the reasonable legal and collection expenses of the seller. Until payment is received, seller shall have the right to retain to possession of and shall have a lien upon all of buyers property, or property for which buyer is a custodial or third party agent, (in the case of an ad agency agreement with a third party end user) which is in the possession of the seller, including, but not limited to artwork, film, raw material, substrates, work in progress and finished work.

Ownership of Artwork and Materials:

All artwork, sketches, copy, films, and screens created by or furnished by the seller remain as exclusive property. No use of same shall be made, nor ideas obtained there from be used, except upon compensation to be determined by the seller, or unless otherwise agreed to in writing. Written artwork approval is required on all new art including customer furnished pieces.

Copyright Identification:

In the event that seller is to imprint at the request of buyer a likeness of a person, product, or any other, either provided by the buyer or provided by the seller at the buyer's request, buyer hereby represents that said likeness is being produced with the knowledge and consent of the individual or entity having the rights thereto. On request by seller, buyer shall provide evidence of authority to produce such likeness. Buyer agrees to hold seller free and harmless from all liability and indemnify seller from the loss, damage or injury which he may suffer as a result of the reproduction of the likeness requested by the buyer.

General Warranty:

Seller warrants the goods are as described in this agreement. However, seller disclaims all express and implied warranties of merchantability and warranty of fitness for a particular purpose, unless specifically agree in writing and made part of the agreement.

Dye Lots:

Due to market conditions and mil variances beyond the seller's control, seller cannot guarantee consistency of dye colors throughout an individual order or from one order to the next.

Color Matching:

Custom color mixing or PMS matching is possible at a charge of \$25.00 per color. PMS matching is only a guideline. Due to the differences between paper and textiles or other substrates this is not guaranteed.

Minimums & Reorders:

Due to the time involved in setting up an order we require a minimum of \$9.50 per screen.

Substitutions:

Seller reserves the right, when necessary, to substitute material of equal or better quality without notification.

Overruns or under runs: Overruns and **under runs** not to exceed 5% of the amount ordered will constitute acceptable delivery unless otherwise specified. An appropriate charge or credit will be made for the over or under amount. All overruns or under runs shall be charged at the unit price of the order. If buyer is guaranteed no less than delivery, the percentage tolerance of the overage must double.

Purchase of Rejects:

Buyer shall have the right to purchase goods rejected for cause of discount of 25%. As to those goods not purchased by the buyer, seller shall have the right to sell them as seconds, unless the buyer has furnished the goods on which the printing has been done, in which buyer shall have the right to the goods.

Washing Instructions:

Special care should be taken in the laundering of all imprinted textile, regardless of the manufacturer's care label. Generally, garments should be washed in warm water with a mild detergent and lightly tumble dried in a warm dryer with the imprinted side turned in, or the alternative, air dried. Seller can not assume the responsibility for imprinted garments which are either in the household or commercially. Due to varied water conditions, the effects of harsh detergents, bleach and hot water, seller does not guarantee against fading or shrinkage of garments during laundering.

Goods Supplies by Buyer:

Goods on which printing is to be done and furnished by buyer shall be properly packed, free from dirt, grit, torn fabric or material and of proper quality for printing requirements. Additional cost due to delays or impaired production because of improper packing or quality of goods furnished by buyer shall be charged to buyer at prevailing shop rates. Any goods supplied by buyer are at his risk based on differences in wash fastness and absorption qualities of fibers. Stock provided by buyer for four color process printing shall be white or light tan. Any other colors supplied by buyer shall be imprinted at buyer's risk as to color, color balance and tonal presentation.

Storage of Buyer's Merchandise and complete work:

When buyers merchandise or completed work is gratuitously held and stored by seller at buyer's request, notwithstanding seller's negligence, buyer shall assume full risk of loss. When storage is charged for current rates, seller shall maintain fire, extended coverage, vandalism, malicious, mischief and sprinkler leakage insurance on all property belonging to the buyer while in the seller's possession. Seller's liability for such property shall not exceed the amount recovered from such insurance.

Claims and Remedies:

In the event of a breach by seller, claims for defects, damages or shortages not related to transportation, must be made in writing by the buyer within five (5) days after delivery. Failure to make such a timely claim shall constitute complete and irrevocable acceptance of shipment. Claims must specify in details the objections of buyers. No claim shall be made except for defects therein or for non-conformity with some materials provision of the order. The sole option of the buyer as to any order property rejected will be shipped such goods to seller within five (5) days following written merchandise. Buyers shall have not right to recover by procuring replacement goods. In no event shall seller for special or consequential damages, including profits lost, whether or not caused by or resulting from seller's negligence.

Arbitration:

In case of misunderstanding or disagreement in interpretation of specifications, or where new conditions arise and buyer is unable to agree, the disputes shall be submitted to a special arbitration committee of three, one member representing the seller, one the buyer and one selected and agreed upon the representatives of the seller and the buyer. The majority decision of the committee shall be binding upon the buyer and the seller.

Attorney's Fees:

In the event seller takes legal action concerning the terms of this agreement, or if seller retains an attorney to secure collections or all or any portion of an account, whether or not the matter proceeds the judgment, seller shall be the entitled to reasonable attorney's fees and our of pocket cost incurred.