



## **COMPANY POLICIES TERMS AND CONDITIONS**

Effective August 15, 2018

### **BASIC COMPANY POLICIES:**

1. Purchase orders must be faxed to 443-288-6399 or emailed to [CSR@SIGNATURESPRINGS.COM](mailto:CSR@SIGNATURESPRINGS.COM). We cannot process your order or start your proof without a written purchase order which may be in the form of an email.
2. Purchase orders received after 2:00 pm EST will not be processed until 10:00 am EST the following business day. Any purchase order received after 2:00 pm EST will be considered received the following day.
3. Purchase orders should include the following information: Quantity, product name, size, cap style, price, date needed (this is the in-hands date), shipping information, shipping method (will call, customer pick up, best way), new order, re-order, re-order with changes.
4. A sales confirmation will be faxed or emailed to you. Please read the confirmation carefully and respond back ASAP with or without changes.
5. E-mail proofs will be sent within five business days after receipt of useable artwork AND purchase order.
6. The PDF proof must be printed, signed and faxed to 443-288-6399 or scanned and emailed back to [CSR@SIGNATURESPRINGS.COM](mailto:CSR@SIGNATURESPRINGS.COM). You may also email back approval by responding to the proof email in the affirmative. The proof is not considered approved until we receive the faxed or email approval. If you have any changes at all the process must begin again for approval.
7. Re-orders, more than 180 days since the last order may require an approved proof. There is no additional charge for this process.
8. Standard production time for most orders is 3 weeks AFTER approval of artwork for new orders and 2 weeks on reorders. Please indicate on the purchase order if you would like for the order to ship earlier, if possible, by indicating in the ship date column "Ship ASAP".
9. Production time for large orders is quoted on case-by-case basis.
10. If a specified ship date is not noted on the purchase order then the order will ship within the standard production time.
11. All bottled water orders will be defaulted to use Natural Spring Water in clear PET with a natural cap unless otherwise noted on your purchase order and available.
12. Please reference your purchase order number and the name of your customer/label in the subject line when sending artwork.
13. If we are generating the BOL then your customer's phone number and contact name should be included to place on the BOL. This helps the trucking company to expedite your order.

14. Freight charges will be billed additional for increase in fuel surcharges and extraordinary delivery situations such as inside delivery.
15. All freight quotes are based on deliveries to the back of the truck or a loading dock without driver assist, unless otherwise noted.
16. If you are providing your own carrier for third party billing, please fax us the bill of lading, which must indicate your Sales Order number, contact number of carrier and ship to information for the order. Your BOL must indicate that the shipper is not responsible for the payment of the shipment notwithstanding your agreement with the carrier. If your BOL does not have that wording we may issue our own BOL, which we may do in any case.
17. Minimum notice for all customer pick-ups, for LTL or full truck load, is 24 hours. All paperwork must be in hand at least 24 hours prior to scheduled pick-up.
18. Also subject to all terms and conditions located on our Shipping Bill of Lading.
19. A \$9/pallet charge will be applied unless there is an exchange or other arrangements exist.
20. Carrier shipping transit days are approximate and are not guaranteed unless the fee is paid to guarantee normal ship days. Even under guaranteed normal ship day service, the trucker's responsibility is limited to the amount of the freight invoice.
21. We are not responsible for products once we have transferred control to the appropriate freight vendor but will assist in filing of claims on your behalf, should they arise if we have provided the carrier.
22. Our pick-up location in Pennsylvania:

22 Spring Water Boulevard  
Brandonville, PA 17967

23. All accessorial charges or difficult deliveries will have charges that are your responsibility.
24. Inside delivery is quoted as "reasonable" and does not technically include stairs, difficult to reach locations, or great distances. Extra charges or refusals may apply.
25. If you are not available and an accessorial charge decision must be made, we will perform the necessary service and bill you the proper charge.
26. Residential delivery service applies to any normally non-commercial address. Businesses in homes are considered residential deliveries. If in doubt ask for verification of your particular situation. In all cases if residential delivery is performed you are responsible for that accessorial charge.
27. Redelivery charges can be higher than the accessorial estimate. Also, any additional services required will be billed over and above the redelivery and initial freight charges.
28. Rush orders, when available, may incur an extra fee and must be approved by Seller prior to order placement. Purchaser is responsible for any additional shipping charges to meet deadline.

#### **TERMS AND CONDITIONS OF SALE:**

1. This document covers all sales of *Signature Springs, LLC*, referred to as "Seller".
2. All sales are final upon order and are not returnable. If an order is cancelled the Purchaser is responsible for all incurred costs up to the time of cancellation, including but not limited to artwork, setup charges, proofs, label printing, and finished product. Printed labels not yet applied to the bottle will be billed at \$.08 per label.
3. Accounts are on a prepaid basis or credit card until other arrangements are approved.

4. Requests of proof of delivery may be subject to a \$10.00 charge per shipment, at Seller's discretion. The charge will be canceled if delivery was not made as invoiced.
5. Account agrees to all prices, fees and terms as presented in or on pricing sheets, quotes, invoices or pricing agreements. Prices are subject to change without notice.
6. All claims for internal damages must be made within 72 hours of receipt of goods to be considered valid. Claims for external damages must be noted on the bill of lading at the time of delivery to be valid. We will not be responsible for any claims if there is no exception noted on the delivery bill of lading.
7. In any case, no matter the fault, our liability is limited in all cases to the amount of our invoice.
8. Accounts agree that no discount, credit, or offset may be taken for any reason without expressed written permission. Account agrees that the full amount of the invoices will be paid if Seller does not agree with any discount, credit or offset at Seller's sole discretion.
9. All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and services are delivered. Purchaser acknowledges that such amounts are not payable in installments but are payable in full as stated herein and/or on invoice from Seller.
10. All amounts due Seller are payable in accordance with the payment terms granted by Seller's credit department from which the goods and services are delivered. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge shall be added to the sum due, which charge shall equal the amount obtained by multiplying the delinquent balance by the lesser of **(a) two percent (2%) per month or (b) the maximum lawful rate permitted to be charged under applicable state laws.**
11. Purchaser shall pay Seller a service charge in amount equal to fifty dollars (\$50.00) for all checks returned by Purchaser's bank; provided, however, that such service charge shall not be due and payable in the event such payment would result in the violation of the usury laws of the applicable jurisdiction.
12. In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceedings whatsoever, Purchaser **shall pay all collection costs, attorney's fees and court costs** incurred by Seller.
13. Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
14. The Purchaser and all guarantors agree that all purchases made from Seller are subject to the terms and conditions set forth in this credit application, on the invoices or on the company website and that there are no oral terms, conditions, or pricing agreements. Purchaser and guarantors agree that Seller may negotiate any check tendered and apply the proceeds to the outstanding balance owed without regard to any restrictive endorsement purporting to compromise or settle the outstanding balance, said restrictive endorsement being null and void and of no effect.
15. In the event any payment is not made when due, purchaser and guarantors authorize any attorney designated by Seller to appear in any court of competent jurisdiction in Schuylkill County, Pennsylvania, or any other venue where purchaser does business or any guarantors reside, and confess judgment against them for the amount due together with interest, cost of suite, and attorney's fees, waiving all homestead and other exemptions, relief from stay of execution and right of appeal pursuant to the laws of any State or of the United States now in force or which may hereafter be passed.
16. To the extent practical for Seller and at Seller's sole discretion, Seller is granted a purchase money interest under the Uniform Commercial Code in each item of merchandise purchased on the account, to the extent permitted by law, to secure the purchase price of the merchandise (including collection costs,

freight costs and any applicable taxes) until all amounts are paid in full.

17. If Purchaser does not make payments as agreed the purchase money interest allows Seller to repossess, to the extent permitted by law, the merchandise which has not been paid in full. It also allows Seller to collect any balance not paid from any end user company or individual if direct Account is a distributor or resells or otherwise transfers the merchandise interest to another company or party.
18. Purchaser agrees that any product that is surplus for any reason may be marketed, sold, shipped and otherwise disposed of by Seller at Seller's discretion without regard to any wishes of the Purchaser unless there is a specific agreement in place in regard to surplus product. Product shall be deemed to be surplus product if (a) invoices remain unpaid for 60 (sixty) days, (b) product is paid for but not picked up by Purchaser within either agreed time or 60 (sixty) days, whichever is greater, (c) extra product is produced over the allotted amount and not purchased by Purchaser within 60 (sixty) days, or (d) there is any product remaining that for any reason, whether by fault of Purchaser or Seller, remains for more than 60 (sixty) days.
19. Purchaser agrees and understands that Seller co-packs for other Purchasers and produces mixed and water products under its own label. Some of the products and/or brands produced for Seller's own use and/or for other Purchasers may be substantially similar to that of Purchaser and releases Seller from any action or liability from such products or production.

Signature Springs, LLC  
22 Spring Water Blvd • Brandonville, PA 17967  
Phone: (443) 288-6401 • Fax: (443) 288-6399