

## TERMS AND CONDITIONS OF SALE

It is agreed and understood that prior to placing an order with Zim's Bagging Company, the Buyer agrees to the following terms and conditions.

**ACCEPTANCE OF ORDER:** No order is binding upon Seller, Zim's Bagging Company, without written authorization from Seller. No order in process of production is subject to cancellation, deferment of delivery or change in product specifications without prior written notice by Buyer and Agreement by Seller. Inconsistent provisions of any purchase order or other writing shall not constitute a part of the contract of Sale.

**PRICE:** Prices specified by Seller are subject to change without notice to Buyer and are subject to all applicable sales or use taxes. Product is billed at Seller's current price on day of shipment. Quantity pricing applies to a single order when shipped together. If shipped separately, additional charges may apply.

**PAYMENT TERMS:** Invoices subject to 1% 10 days, net 30 days from date of invoice to firms with approved credit. All new accounts are payable via Credit Card or Cashiers Check. C.O.D. terms may be extended to new accounts, pending credit approval. Accounts with an outstanding balance of 60 days or more are put on hold. Orders will not be shipped until the account is brought within terms. Seller reserves the right to charge 1 - 1 1/2 % per month on any outstanding balance due beyond the 30 day term limit.

**ORDER FULFILLMENT:** Unless otherwise agreed to in writing by Seller, over-runs or under-runs as specified in the tables below will constitute fulfillment of order. \*Orders for

**Printed Items** expressed in # of bags, M bags or # of impressions, must be converted to their raw material poundage equivalents before their fulfillment category can be determined. This conversion requires the gauge (thickness) of the film used. Buyer should consult with their Customer Service Representative prior to submitting a purchase order as to the order's specific fulfillment category.

Unprinted Items	* Printed Items		
	Fulfillment Category	Film Weight	Run Tolerance
+/- 10%	1	0 - 199 lbs	-10% , +30%
	2	200 - 599 lbs	-10% , +15%
	3	600 lbs +	-10% , +10%

**DELIVERY:** Unless otherwise specifically requested by Buyer, goods will be shipped, pre-paid or collect, via common carriers of Seller's choice. Special handling, insurance, and any other extra packaging charges for services requested by buyer, ie., inside delivery, or pre-delivery notification must be paid by Buyer. Delivery to Carrier shall constitute delivery to Buyer.

**WARRANTY:** Seller warrants merchandise shipped to any Buyer to be of merchantable quality. Seller makes no warranty of any other kind, expressed or implied. No stipulation, agreement or understanding of the Buyer shall be valid or enforceable unless authorized in writing by an Officer of the Seller.

**CLAIMS AND RETURNS:** Buyer must contact Seller's customer service department for authorization and shipping instructions prior to returning any products.

The return of custom made-to-order products is subject to prior written approval of Seller. Seller reserves the right to refuse to extend credit for goods returned after 30 days of Buyer's

receipt of product.

**LIABILITY AND ASSUMPTION OF RISK:** Liability for loss or damage due to the use of Seller's product is limited to the Buyer's purchase price of any of Seller's products. In no event, including but not limited to cases of claims of negligence or strict liability, shall Seller be liable for indirect, special or consequential damages, nor shall Seller, in any event, be liable for damages in excess of the purchase price and shipping costs of the product claimed to be defective. The determination of Seller's product suitability for any end use application is the responsibility of the end user. End use compatibility testing is recommended. Buyer assumes all risks and liabilities resulting from the use of any of Seller's products, or by use of such products in combination with other substances.

**ARBITRATION AGREEMENT / JURISDICTION AND VENUE:** If any dispute arises at any time prior, during or after the sale of the product or products at issue, the Buyer, prior to filing a law suit, agrees to a binding mediation conducted in good faith by a neutral mediator whose fees shall be paid equally by both Buyer and Seller. A neutral mediator shall be defined as a person recognized in the communities of Cabell and Wayne Counties as one who regularly engages in mediating law suits filed in Cabell and Wayne Counties and is so recognized by the Courts of Cabell and Wayne Counties. If no agreement can be reached between the parties as to a neutral mediator, one will be appointed by the seller. The Buyer agrees to subject himself to the jurisdiction and venue of the Circuit Court of Wayne County, West Virginia. The terms and conditions of this clause shall in no way change, alter, or effect any other term or condition contained herein.

**If any of the TERMS AND CONDITIONS above are not acceptable to Buyer, Zim's Bagging Company must be notified in writing within 24 hours of purchase order**