

## **Terms and Conditions of Sale**

Terms of Payment: Our terms are NET 30 DAYS unless otherwise specified on the invoice and agreed to in writing and signed. Prepayment is required for any customer who does not have established credit references returned in good standing. Putnam Plastics reserves the right at any time to require full or partial payment in advance for circumstances including but not limited to the financial condition of purchaser. Accounts not paid for, in accordance with specific terms, may be charged interest at the rate of 1 ½% per month, beginning 15 days past the due date. All shipments outside of the territorial limits of the United States of America must have payment in U.S. funds drawn on a U.S. bank.

<u>Delivery:</u> All stated delivery dates are estimated only and are made in good faith, but are not guaranteed. Putnam Plastics cannot accept responsibility for failure of suppliers to deliver raw material, acts of nature, or other causes beyond our immediate control.

<u>Shipments:</u> Putnam Plastics manufactures finished goods on a "made-to-order" basis. Therefore, we reserve the right to deliver the material quantity ordered, +/- 10% from the promised shipment quantity. All shipments from Putnam Plastics are F.O.B. Dayville, CT; including cost of insurance unless otherwise specifically agreed upon (in writing) in advance of shipment. Freight is to be Collect.

<u>Taxes:</u> The amount or amounts of sale, excise, use taxes, and other taxes or other governmental charges upon production, sale, and/or shipments of the goods sold hereunder, now imposed by any government authority or hereafter becoming effective, shall be paid by the purchaser, to the proper authority.

<u>Purchase Orders:</u> Any terms or conditions of any customer's order (or other document), which are in addition to or inconsistent with our company's terms and conditions, hereof, shall not be binding on our company and shall not apply to sale. All purchase orders must reference the correlating Putnam Plastics quote number.

<u>Changes in an order:</u> Changes, arrangements, or understanding not in writing shall not be binding on our company and shall not apply to sale.

<u>Conditional Pricing:</u> Your order will be accepted and billed at the price quoted. Unit prices apply only to the specific quantity and delivery schedule quoted. Any variations in quantity specified and/or rate of delivery may necessitate a revision in unit and price.

<u>Errors in Price</u>: Prices quoted shall be subject to correction for errors. Quotations not accepted within thirty (30) days shall be subject to change. Typographic or clerical errors are also subject to correction.

<u>Cancellation:</u> An order may not be cancelled once product has been produced. An order may not be cancelled after raw material has been purchased and en route unless customer is willing to pay for the material and associated costs. An order may not be cancelled, whether material has been produced or not, if the request to cancel is made less than twenty-one (21) working days prior to the promised ship date. All cancellation requests must be submitted in writing.

<u>Claims</u>: All claims for rejection must be made in writing within 90 days from the date of receipt of material; otherwise, the claim will not be allowed. All claims must specify our applicable invoice number, date, and Putnam Plastics lot number. No goods may be returned without our written permission and absolutely no returns will be accepted back at Putnam Plastics without a Return Authorization Number (RMA number). The RMA number must appear on the shipping documents. No product coming back is to be express shipped. Product must be returned by standard shipping. Under absolutely no circumstances, shall Putnam Plastics be liable for monetary damages beyond the value of the order unless otherwise stipulated in an executed supplier agreement between the two companies.

<u>Notification:</u> Routing may be selected by customer and billed Collect. Due to weight or size limitations, the routing may be changed. The customer will be notified, before shipment, of any changes in routing.

**Expiration Dating:** Properties stated on the COA/COC are valid for up to one year provided products are stored in a controlled environment, with exception to any other time based terms and conditions of sale. Putnam Plastics will review any request for recertification of COA/COC as feasible within normal business practices.

**Customer Property:** Customer's property retained in our plant is for the customer's account and at the customer's risk.

**Equal Opportunity:** We are an Equal Opportunity Employer.