



Standard Terms and Conditions of Sale

These terms and conditions govern the sale of Products (“Product or Products”) and provisions of services (“Services”) by EdgeCo, Inc. (“Seller”) as well as by third party vendors and/or service providers of Seller. These terms and conditions (“Agreement”) take precedence over Buyer’s supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller’s commencement of performance or delivery shall be deemed or construed as acceptance of Buyer’s supplemental or conflicting terms and conditions. EdgeCo’s failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Buyer’s acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

1. Orders: All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller’s written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. Seller may designate certain Products and Services as non-cancelable, non-returnable (“NCNR”) and the sale of such Products shall be subject to the special terms and conditions contained in Seller’s Customer Acknowledgement or NCNR Product Form, which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.

2. Prices: The prices of the Products are those prices specified on the front of the invoice. Pricing for undelivered Products may be increased in the event of an increase in Seller’s cost, change in market conditions or any other causes beyond the Seller’s reasonable control. Price quotations shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation.

3. Taxes: Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller’s invoice.

4. Payment: Credit Card, (all fees are borne by the Buyer). Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction. On any past due invoice, Seller may impose interest at the rate of one and a half percent [1.5%] per month. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer. In the event of default by Buyer, Seller shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

5. Delivery and Title: All deliveries will be made “FOB” place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller’s delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

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6. Returns, Refunds and Exchanges Policy:

How to Return an Item: Item(s) must be in original condition to be returned, unless there is a manufacturer defect. Customer must notify EdgeCo, Inc within 14 days of ship date, then return the item within 7 days of receiving a RGA Number from EdgeCo, Inc. In order to make sure the item is returnable, please follow the steps below:

1. Contact EdgeCo, Inc customer service team within 14 days of ship date of item(s) by calling our toll-free number at **1-800-644-6449** or by emailing **web.sales@edgecoinc.com**.
2. If the item is approved for return, Edgeco, Inc. will issue a Return Goods Authorization (RGA) number. Once the RGA number is received, item must be returned within 7 days. EdgeCo will provide the Buyer with specific instructions on where to return item(s) with the RGA number. In most cases returned items will be shipped to EdgeCo, Inc – 194 Candlewood Road – Bay Shore, N.Y. 11706
3. Include the RGA form in the return package stating the reason for the return and the original receipt.

Return Exceptions:

Only products originally shipped from EdgeCo, Inc. or from an authorized supplier (drop-ship) will be returned to EdgeCo, Inc. Buyer returning products to EdgeCo, Inc, the Buyer certifies that the products were purchased from EdgeCo, Inc. and there has been no substitution of the product from another supplier, distributor or other source of the product. The return should be in the original packaging and in unused condition except if approved defective by a EdgeCo's authorized RGA.

Exchanges:

If the item(s) is in new condition and in the original packaging, you may exchange the item(s) for another item in the first 30 days after ship date. Defective item(s) may be exchanged/returned for the same item. Customer will not be subject to a restocking fee in this case, but without being a defective item, will still have to pay return shipping. Items purchased from EdgeCo, Inc that have been used or altered will not be accepted for exchange and as stated in the Non-Cancelable and Non-Returnable items section, items noted as NCNR cannot be exchanged.

Non-Cancelable and Non-Returnable Items: N/S (non-stock items)

N/S Custom Production Runs, N/S EeeZeeEdge (Peel and Stick), N/S Airbanding (Preglued PVC), N/S Custom slit to width and **All N/S** items.

Return Freight / Restocking Fee:

Reasonable cancellation or restocking charges may include a minimum 15% restocking fee, this will be deducted from the Buyers refund. EdgeCo Inc. does not refund the original shipping and handling charge that the Buyer paid on the order. Buyer must prepay the return freight charges and EdgeCo, Inc. will not accept COD shipments. 1/2017

Refund for Returns:

EdgeCo, Inc. will notify Buyer upon receipt and inspection of returned good and will advise of refund status. Upon approval of return and refund EdgeCo, Inc. will initiate a credit within 48 hours to the original method of payment. Credit to credit card can take 10 days to post to the account.

7. Limited Warranty: Seller will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Seller warrants to Buyer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such products and that any value- added work performed by Seller on

such Products will conform to applicable Buyer's specifications. If Seller breaches this warranty, Buyer's remedy is limited to (at Seller's election) (1) refund of Buyer's purchase price for such Product (without interest), (2) repair of such Products, or (3) replacement of such Products; provided that such Products must be returned to Seller, along with acceptable evidence of purchase, within 14 days from date of delivery, transportation charges prepaid. **No warranty will apply if the Product has been subject to effects caused by sun or other atmospheric or weather-related conditions, misuse, neglect, accident and modification.**

SAVE AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, ALL IMPLIED WARRANTIES, TERMS AND CONDITIONS (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IN PARTICULAR SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCT(S) OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND WARRANTIES AGAINST LATENT DEFECTS.

8. Limitation of Liabilities: BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE.

9. Force Majeure: Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

10. Technical Assistance or Advice: If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be held liable for the content or Buyer's use of such technical assistance or advice nor shall any statement made by any of Seller's representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

11. General: (a) The laws of the State of New York will exclusively govern any dispute between Seller and Buyer, (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. 01/2017

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www.edgecoinc.com