

## ESSCHERT DESIGN USA, LLC TERMS AND CONDITIONS

### Prices are subject to change without notice.

**ORDERING QUALIFICATIONS:** Esschert Design USA, LLC is a wholesale company and sells to the trade only. By submitting your order, you are certifying that you are ordering for a business and are recognized at the federal and state level to make tax-exempt purchases for resale.

**HOLD HARMLESS:** Customer will hold harmless Esschert Design USA from any interruption or loss of service, any loss of business or other based consequential damages or claims on Esscherts ability or inability to supply any products, services or documentation. Further it is agreed this hold harmless indemnity survives the termination of the business relationship.

**MINIMUM ORDER:** Minimum order amount is \$100.00. There is a \$300.00 minimum order if case packs are broken. Assortments cannot be broken.

**PAYMENTS:** All first orders are shipped with PREPAID terms (credit card, check or wire transfer). Credit cards are charged at time of shipment. Net 30 day payment terms may be requested after the first order and only upon approval of credit. To apply for Net 30 terms (domestic accounts only), please fax (301-271-0008) or email (info@esschertdesignusa.com) your credit references (at least four trade) including phone, fax and email. A 3.5% fee will be charged on all Net 30, 45, 60, etc. invoices paid by credit card. Past due accounts are subject to interest charges at 2% per month and revocation of Net 30 terms. Past due accounts that are submitted for collection will incur an additional 20% collection fee and all associated legal expenses. Any disputes shall be litigated or arbitrated in courts having suit within the County of Frederick, State of Maryland. A \$35.00 fee will be charged on all returned checks.

**SHIPPING:** Shipping is calculated on the current wholesale price of items (discounts on items do not affect freight). All orders are shipped F.O.B. from Thurmont, MD. Esschert Design will ship your order via LTL or ground carrier. Esschert Design determines the method of shipping based on factors such as order value, weight and volume. Shipping rates apply to mainland deliveries in all states. Non-mainland shipments will be actual freight. Additional fees (residential, lift gate, appointment, inside delivery, etc.) are the customers responsibility and will be billed separately. Unauthorized refusal of shipments will result in payment of all shipping charges and a 20% re-stocking fee. International orders are shipped on PREPAID conditions.

**\*PLEASE NOTE THAT CERTAIN ITEMS DEEMED OVERSIZED/OVERWEIGHT MAY BE SUBJECT TO ADDITIONAL FREIGHT CHARGES. CUSTOMERS WILL BE NOTIFIED OF ADDITIONAL FREIGHT CHARGES BEFORE SHIPPING.**

Under \$3000 - 15% freight for the following states	\$3000 - \$4999 - 10% freight	\$5000 - \$7499 - 5% freight	\$7500+ - free freight
AL, CT, DC, DE, FL, GA, KY, IL, IN, MA, ME, MD, MI, MS, NC, NH, NJ, NY, OH, PA, RI, SC, TN, VA, VT, WI, WV			

For all remaining states (except AK and HI, which are charged actual freight):

Under \$3000 - 20% freight	\$3000 - \$4999 - 15% freight	\$5000 - \$7499 - 10% freight	\$7500+ - free freight
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We will be happy to ship freight collect if you provide your shipping account information.

**CANCELLATIONS:** F.O.B. orders cancelled 21 days prior to shipping date will be subject to a 15% cancellation fee.

**BACKORDERS:** All backordered product will be left open for 90 days from the original ship date. Backordered product available within that 90-day period will ship automatically unless otherwise directed by the customer. All backorders below \$75 will be cancelled.

**RETURNS:** All returns must be authorized by Esschert Design. A Return Authorization Number will be issued, if requested.

Any unauthorized items that are returned with authorized items will not get credit.

Any item returned with customer's label or damaged tags due to customer's label will be charged \$5.00 per item.

Any orders returned due to no fault of Esschert Design will incur a 20% restocking fee. The return freight will be customer's responsibility.

**CLAIMS:** DAMAGES, SHORTAGES AND DEFECTS MUST BE REPORTED IN WRITING WITHIN 7 DAYS OF RECEIPT OF GOODS.

Damages to outer packaging of shipment must be reported on delivery receipt or electronic clipboard of the carrier.

Please keep all original packaging for 5 days after damage is reported.

**WEBSITE:** Website design, graphical design elements and programming elements remain the property of Esschert Design USA, LLC unless otherwise specified. Elements contained within website cannot be reproduced, copied, modified or used in any other manner without the expressed written permission of Esschert Design USA, LLC. Under no circumstances can images be used for any personal or commercial use.

**By placing an order, you acknowledge that you have read, understand and will adhere to Esschert Design USA, LLC terms and conditions outlined above.**