



Document Name	Terms and Conditions of Sale
Document Number	6001
Last revised	July 28, 2022
Purpose	Terms and conditions act as a contract between you or your business and your users and customers. It serves to set out the rights and responsibilities of both parties.
Connecting Documents	Not applicable
Connecting Forms	6002f
Connecting Systems	Not applicable

Terms and Conditions of Sale

1. Company disclaimer: No alteration or modification of any of the provisions hereof shall be binding on EZ STAK LLC (EZ STAK Inc. if the Purchaser is located in Canada), hereinafter referred to as the "Vendor", unless made in writing in a document executed by a duly authorized official of Vendor, nor shall any of the terms or provisions of Purchaser's order which are not consistent with any of the terms and conditions hereof be binding on Vendor.
2. OTD and liability disclaimer: Vendor shall exercise its best efforts to deliver with the times quoted but does not guarantee delivery time. Vendor shall not be liable for any loss or damage of any kind or nature whatsoever, whether direct or indirect or consequential, caused by delay in delivery for any reason whatsoever.
3. Price change disclaimer: Vendor may change its standard and pricelist prices without notice. The Purchaser, unless it delivers to Vendor an appropriate certificate or other proof of exemption, shall be liable for and pay all taxes and duties relating to sale or delivery of products hereunder. All such taxes and duties, unless otherwise expressly stipulated, shall be added to and become a part of the price payable by the Purchaser to the Vendor. Vendor shall have the right to correct any typographical or mathematical errors in any quotation, order, or invoice. Freight costs are extra unless specified otherwise on the quote.
4. Quote validity: All bids and quotations shall be valid for 30 days only. Orders with exception of pricelist items must have approved sign-off from Purchaser. Any design changes after initial quote or purchase order received may require a new quote.
5. Cancellation policy for custom orders: All orders of custom or made-to-order merchandise must be submitted in detail in writing and cannot be cancelled, and the merchandise cannot be returned without the explicit written consent of the Vendor.
6. Return policy for standard products: Any merchandise returned must be identified as to original date of purchase, purchased order number, invoice number, return goods authorization number, customer

name and address, and must be purchased within the past 90 days. Restocking fee is 25% of net billing price, except in the case of defective parts. Any freight paid by Vendor will be deducted from the amount of credit issued, except in the case of defective parts. Merchandise returned in non-sellable condition will not be accepted. Customer will be responsible for all freight costs for all returned items. Any freight costs paid by the customer on the original order will not be refunded.

7. Cancellation policy for pre-release orders: If an order is cancelled by the Purchaser after it had been released to production by the Vendor, the Vendor reserves the right to charge an order cancellation fee of up to 40% of the original purchase price in addition to the normal restocking fee.

8. Shipping disclaimer: All orders are shipped FOB Vendor's warehouse.

9. Damaged or short shipment: If merchandise is compromised during the initial delivery to the Purchaser, Purchaser must document the damage on the bill of lading. Purchaser must take detailed notes and snap photos of both the compromised packaging and the damaged products. Vendor will not be responsible for any damaged shipments where the bill of lading is not signed as such. If freight damage is suspected, shipment bill of lading must be signed as "Subject to Inspection" by the Purchaser. Claims for concealed loss, visible or concealed damage, delay, and FedEx Ground Collect on Delivery (C.O.D.) payment must be reported within 21 calendar days.

10. Replacement/Refund: Subject to the provisions hereof, the Vendor will, at its option, replace any product sold hereunder which is found to be defective or not in conformity with the terms of the order as accepted by the Vendor, or refund the Purchaser the invoice price paid by the Purchaser, less scrap value for such product, provided the Purchaser promptly notifies in writing the vendor of its claim and keeps the product for inspection by the Vendor. The written claim must be received by the Vendor at the latest 15 days from receipt of goods by the Purchase. Under no circumstances shall the Vendor's liability exceed the price invoiced by the Vendor for the product determined to be defective. Without limiting the foregoing, Vendor accepts no responsibility, risk or liability to the Purchaser or others concerning, relating to or arising out of: (a) the merchantability or otherwise of the products sold hereunder, (b) the fitness or otherwise for Purchaser's purposes of the products sold hereunder, or (c) the performance, non-performance, failure, efficacy, length of life of or any defect in the whole or any parts or parts of any product or products manufactured or fabricated from or incorporating or otherwise using the product sold hereunder, in each case whether or not the products sold hereunder were selected or used in accordance with recommendations, assistance, or instructions of Vendor. Purchaser assumes all such responsibility, risk and liability and agrees to indemnify and save harmless Vendor from and against any liability, loss, costs, damages, claims, or expenses in respect hereof.

11. Buyer credit requirements: If a Purchaser fails to make payment when due or in a manner which is no longer satisfactory to the Vendor or if the financial situation of the Purchaser has weakened or is judged to be unsatisfactory to the Vendor, the Vendor reserves the right to change the terms of payment at any time on all material not yet shipped, even after partial shipment or partial payment on account of a contract, and/or to suspend or cancel production or delivery of products then on order by the Purchaser, until such payment or security arrangements satisfactory to the Vendor are made.

12. Liability disclaimer: Without limiting any other provisions of these conditions of sale, Vendor shall not be liable for any loss or damage of any kind or nature whatsoever, whether direct, indirect, or consequential, suffered by any person as a result of a delay in delivery, or non-delivery, or any other failure or delay in performance by Vendor caused by strikes, lockouts, labor disputes, accidents, fires, delays in

production, transporting or delivery, acts of God, embargo, civil commotion, government action whether federal, provincial, municipal, foreign or otherwise or any other cause beyond Vendor's reasonable control.

13. Disclaimer for local laws: For Purchasers located in the United States, this sale shall be construed in accordance with the laws of the State of New York and the federal laws of the United States applicable therein. For Purchasers located in Canada, this sale shall be construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

14. Warranty: All orders are subject to EZ STAK standard limited warranty policy available on our website at www.ezstak.com.

15. General disclaimer: Purchaser acknowledges having read and understood the provisions hereof.