

# Terms of Sale

## PACK4SHP TERMS AND CONDITIONS

Pack4Shp, an Illinois corporation ("P4S"), makes every effort to work with our customers regarding the credit, processing orders and, if necessary, the return of materials. This contains P4S's standard terms, conditions, and warranty requirements.

### PRICING, TERMS, AND CONDITIONS:

P4S provides published price quotes for all products. P4S reserves the right to adjust pricing and products for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, and manufacturer price changes. Price changes will be reflected on the Pack4Shp website.

The customer is responsible for all testing and determinations of the correct P4S product for their use. The price quoted will be FOB shipping point or shipment with customer's UPS account. P4S's standard terms are credit card at time of order placement.

No claims of any kind, whether as to products delivered or for non-delivery of products, shall be greater in amount than the purchase price of the products. Notice of claim must be within thirty (30) days from date of delivery, or date fixed for delivery. No charges or expenses incident to any claims will be allowed unless approved by an authorized representative of Seller. Product shall not be returned to Seller without Seller's permission and RA number.

### CONDITIONS STORAGE AND HANDLING OF PACK4SHP PRODUCTS:

P4S recommends that all products be stored and applied indoors at room temperature (60°-80° F) and humidity levels between 30%-70%. All products should be rotated so the "first-in, first-out" inventory method is utilized.

### LIMITED WARRANTY:

Customers acknowledge that P4S is not the manufacturer of any products. Any warranty with respect to the products must come from the manufacturer. P4S will pass through to customers any applicable warranties of the manufacturer to the extent permissible. It is critical that the customer test and evaluate P4S products, simulating their application, to determine the correct product. All information obtained and the recommendations P4S provides are based on information from the supplier. Any use of a P4S product other than the intended use will void any limited warranty. P4S's recommendations do not constitute any warranty, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. P4S will not be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, including without limitation loss of profits, loss of business, or other economic damages. P4S is not responsible for delays in delivery which result from any circumstances beyond its control.