



## TERMS OF SALE AND CONDITIONS

**CREDIT APPROVAL/PAYMENT TERMS:** Upon trade credit approval by our Credit Department terms are Net 30 days from the date of invoice. No dating available. Delinquent accounts will be changed without notice to prepay (credit card).

**CREDIT CARD PAYMENTS:** BRIMAR accepts MasterCard, VISA and American Express Credit Cards without a fee at time of sale. Credit Card payments made after the date of invoice to account balances require a 3% credit card charge fee.

**ORDERING:** Call BRIMAR at 800-274-1205, Fax 847-247-9270, Email [brimar@brimarinc.com](mailto:brimar@brimarinc.com) or visit us online at [brimarinc.com](http://brimarinc.com). In-stock orders are normally shipped within two business days. Rush orders can typically be filled the same day, if received before 2:00pm CST. All orders are subject to Freight and Handling charges. Written purchase orders required for all orders, unless customer waives this requirement.

**SHIPMENTS:** BRIMAR may decline to ship any product unless the terms and conditions are satisfactory. All shipments are made F.O.B. Lake Forest, IL U.S.A.

**PRICES:** Prices are subject to change without notice. Prices are quoted exclusive of Freight and Handling and are shown in United States currency (\$). View our prices online by logging in at [brimarinc.com](http://brimarinc.com). To view a price list contact us for an electronic version.

**REMEDY OF DEFECT:** BRIMAR warrants that the goods will be free of defects in materials or workmanship; however, seller's sole obligation shall be to repair or replace, at its option, goods found to be defective. Some handmade items may vary in size.

**DYE LOTS:** Variations may occur. Colors and/or Finishes cannot be guaranteed to exactly match BRIMAR's printed marketing materials or older product lots. Please use our sample books, wingboards or memo samples to aid in your Color and Finish

**CLAIMS:** All Claims MUST be made within 10 days of receipt of merchandise.

**ORDER CANCELLATIONS:** To cancel orders, notification must be received and confirmed in writing prior to shipping date. canceled Custom cut orders cannot be cancelled.

**MEMO SAMPLES:** Complimentary memo samples are available upon request. Please submit your requests via phone, fax or

**RETURN POLICY:** **Custom cut products are non refundable and non returnable.** No returns after 30 days. No unauthorized returns will be accepted. All returns must be accompanied by a completed Return Authorization Form provided by our Client Services Team. A 20% restocking fee applies and return freight must be pre-paid by the customer. Product returned must be in our current price list, in original condition and properly packaged. Credit is issued on returned goods that are inspected and deemed undamaged. customer should properly package goods to be returned.

**COLLECTIONS:** In the case of non payment of an invoice requiring the engagement of a collection agency, any collection fee, attorney's fees and out-of-pocket expense will be recovered from the customer.

**ADVERTISING:** To ensure our professional standards, any advertising of BRIMAR products and/or trademarks requires prior approval from its Marketing Department.

**INTERNET POLICY:** No customer may offer BRIMAR products on a web site without the expressed consent of BRIMAR's Marketing Department.

**FORCE MAJEURE:** BRIMAR is not liable for any performance failure that arises from any cause outside its control.

**GOVERNING LAW/ JURISDICTION:** All questions with respect to the interpretation, effect and validity of this agreement, shall be decided under the substantive laws of the State of Illinois. The parties hereby irrevocably submit to the jurisdiction of any state and federal court sitting in the County of Lake.