

# Terms of Sale Agreement

**Warranty:** Georgia Expo Manufacturing, Inc. ("Georgia Expo") products are warranted to be free from defects in material and workmanship for a period of ninety days from the date of shipment. There are no other warranties, expressed or implied, including, but not limited to, the implied warranty of merchantability and fitness for a particular purpose. All such warranties are expressly and specifically disclaimed. Unless specifically agreed to, in writing, Georgia Expo Manufacturing, Inc. will not be held responsible for missed delivery dates or the performance of third parties, including, but not limited to, shipping companies. In no event will Georgia Expo Manufacturing, Inc. be responsible for any direct, special, incidental or consequential damages or lost profits.

**Freight Claims:** Unless otherwise agreed to in writing, Purchaser agrees that all shipments are FOB Shipping Point (Ex Works for orders shipped outside the United States of America). All claims for damage or loss during shipment are the responsibility of the purchaser. All claims should be made directly to the shipping company. Georgia Expo Manufacturing, Inc. will assist the purchaser in filing any claims. Claims of short shipment must be noted on the delivery forms. Purchaser agrees that Georgia Expo is not responsible for remedy on shortage claims after ten days or in instances where delivery forms are marked "clear", "complete", or the like.

Refusal of a shipment will be considered abandonment and will not relieve the purchaser of the obligations specified within this agreement. All charges paid by Georgia Expo Manufacturing, Inc. for return freight and/ or storage will be billed back to the Purchaser and will include a 25% handling charge. Any freight charges that are prepaid are for the Purchaser's convenience only.

**Return Policy:** All claims must be made, in writing, within ten days of receipt of goods. No returns will be accepted without prior written authorization. All returns must be in new, salable condition and must be returned with freight charges prepaid by the Purchaser. Purchaser agrees that it will inspect goods within ten days of receipt and will make no claims against goods modified or altered by purchaser after receipt. No credit will be allowed unless the seller has had the option to examine the goods at the seller's place of business or the seller has waived this requirement, in writing, and a Georgia Expo Manufacturing, Inc. Credit Memo has been issued. Returned goods are subject to a 25% re-stocking charge. Fabric goods (including fabric rolls), products containing special order materials, and any made-to-order products (e.g. storage carts, curved drape supports) cannot be returned. On orders of this nature, Purchaser agrees to accept over-or under-shipment not to exceed 5% based on quantity of materials received. Purchaser will be invoiced for product received.

**Finance Charges:** Past Due Invoices will be charged interest at the rate of 1 ½% per month. Invoices open for ninety days or longer will be considered delinquent and will be placed for collection. In the event of collection, the purchaser agrees to pay, in addition to the principal amount due, accrued interest, plus all collection charges incurred by the seller including, but not limited to, charges made by collection agencies of up to 30% of the total outstanding balance due. In the event of a suit, the purchaser agrees to pay Georgia Expo Manufacturing, Inc. reasonable attorney fees and any additional expenses including, but not limited to, court costs. A charge of \$25.00 will be added to the purchaser's account for each returned check. All payments must be received in U.S. Funds. Purchasers who pay on open account terms ("Net 30," etc.) agree to pay invoices due by check or bank wire. Any invoices for open accounts paid by credit card will be subject to a 3.5% transaction fee. The transaction fee will be assessed at the time of invoice payment and an updated invoice reflecting the fee will be submitted to Purchaser after payment.

**Dispute:** Purchaser agrees that any and all disputes arising from or in connection to this Agreement are the exclusive jurisdiction of the State of Georgia and the County of Gwinnett. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined exclusively by arbitration in the State of Georgia and the County of Gwinnett before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including with-out limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

**Assignment:** Georgia Expo Manufacturing, Inc. may, at any time, without notice, transfer or assign this account to any other party. This agreement may not be changed without the written approval of Georgia Expo Manufacturing, Inc.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_



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