



EX-CELL KAISER

MANUFACTURING & DESIGN

Outstanding Service. Better Ideas. Quality Solutions.

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GENERAL TERMS & CONDITIONS

Effective March 1, 2016

Cash Terms: Net 30 Days. Payment terms that are not adhered to will incur a 1-1/2% per month interest charge (18% APR) on past due amounts. Transaction charges or fees related to the payment method are borne by the remitter. Payments made via Credit Card are not subject to discounts and will also incur a 3% processing fee. Past Due Accounts referred to an outside Collection Agency will be responsible for all collection fees in addition to original invoicing amounts.

Freight: FOB Factory (Franklin Park, IL 60131 USA). Freight rates are estimates only. Customer is responsible for actual shipping charges. LTL and Truckload shipments will be shipped either Freight Collect or 3rd Party. Ex-Cell Kaiser LLC will assess a Handling Charge of up to 25% for all shipments that are shipped Prepay and Add.

Small Order Charge: \$25.00 applicable to orders with a net total (before freight) of less than \$100.

Broken Carton Charge: All items must be ordered in full carton quantities. **NO BROKEN CARTONS ALLOWED.**

Custom Orders / Special Finishes: EX-CELL KAISER LLC reserves the right to over or under ship up to 5% on Custom Product Orders or Special Finishes. Custom Product Orders and Special Finishes may be subject to deposit at time of order and are non-cancellable and non-returnable.

Shipping Dates: Orders may be acknowledged with an anticipated "Ship Date" based on current production schedules. The anticipated "Ship Date" is not a guaranteed commitment to ship on that date.

Damaged Goods or Shortages: Damaged good claims must be made within 24 hours of order receipt. **Claims made more than 24 hours after receipt of goods will not be honored.** Responsibility for damaged claim notification to EX-CELL, whether noticeable or hidden, rest with the consignee (customer). All claims related to the authorized return of goods must be filed directly with the carrier by the Shipper/customer. All goods must be counted at time of delivery and shortages must be noted on the Bill of Lading. Shortage claims made after receipt of goods (where Bill of Lading was signed complete), will not be honored.

Returned Goods: Your complete satisfaction with all of your interactions with EX-CELL is important to us. **All return requests must be filed within 30 days of shipment of merchandise.** Returns will not be accepted without a Return Goods Authorization Number (RGA) issued by Ex-Cell. The RGA # must be clearly marked on all cartons. **Authorized returned goods must be shipped freight prepaid and received by EX-CELL within 10 days after the RGA is issued.** Returned merchandise not marked with the RGA Number or received beyond this 10 day period will be refused. Non-stock and custom products are not subject to return. Any goods returned in other than resalable condition will not be given return credit. A 25% re-stocking charge will be made for all authorized undamaged goods returned within the 30 days.

Credit Memos: Credit memos issued may be applied to merchandise purchases only. **All credit memos expire ninety (90) days from date of issue.**

Pricing: EX-CELL's current price list supersedes and cancels all previous price lists. Possession of EX-CELL's current Price List and General Policies, Terms and Conditions does not constitute an offer to sell. Prices are subject to change without notice. Should market conditions change, Ex-Cell reserve the right to change prices accordingly. In the event a product is listed at an incorrect price due to typographical error, Ex-Cell reserves the right to refuse or cancel any orders placed for the product listed at the incorrect price.

Program Notes: EX-CELL reserves the right to make changes to our programs, policies, terms, conditions of use, and product design at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

