

WARRANTY • Terms & Conditions

The Flag Factory

Main Street Banner U.S.A. • Holly Workshop • Interstate Pole Industries (IPI)

(DSY Inc. Family of Companies, Seller)

All sales are expressly limited to and made conditional upon the terms and conditions herein. The buyer must notify the seller in writing, before ordering, of their objection to these terms.

LIMITED WARRANTY

(a) Except as otherwise specified herein, Seller warrants the Products: To be free from defects in material and workmanship for a period of time and under such conditions as specified in Seller's warranty for the individual product.

(b) This warranty is the only warranty made by Seller with respect to the products and no representative or person is authorized to bind Seller for any obligations or liabilities beyond the warranty in connection with the sale of Seller's goods. This warranty is made to the original purchaser only at the original location and is nontransferable, and may only be modified or amended by a written instrument signed by a duly authorized officer of Seller.

(c) These remedies are available only if Seller is notified in writing by Buyer promptly upon discovery of the defect within ten (10) days. Seller's examination of such goods discloses to Seller's satisfaction that such defects actually exist and the goods have not been (i) repaired, worked on, or altered by persons not authorized by Seller so as, in Seller's sole judgment, to injure the stability reliability, or proper operation of such goods; (ii) subject to misuse, negligence or accident; or (iii) connected, installed, used or adjusted otherwise that in accordance with the instructions furnished by Seller.

(d) All products which Buyer considers defective shall be returned to Seller's office as designated on the face hereof transportation costs prepaid and borne by Buyer (unless otherwise provided on the face

hereof). The risk of loss of the goods shipped or delivered to Seller's plant for repair or replacement will be borne by Buyer.

(e) If it is found that any Product has been returned without cause and is still serviceable, Buyer will be notified and the Product returned at Buyer's expense. In addition, a charge for testing and examination may, in Seller's sole discretion, be made on Products so returned.

(f) THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT FOR SPECIFIC WRITTEN PRODUCT PERFORMANCE GUARANTEES) WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL BE THE BUYER'S SOLE REMEDY AND SELLER'S SOLE LIABILITY ON CONTRACT OR WARRANTY OR OTHERWISE FOR THE PRODUCT.

GENERAL TERMS & CONDITIONS:

SIZES

All flags and banners are made within parameters of mil-f-2692h specifications.

PRODUCTS & PRICING

Products furnished hereunder shall be newly manufactured products, and shall meet the Seller's specifications. All products sold by Seller are inspected before shipping.

The price of all Products unless otherwise specifically stated on the face hereof is F.O.B. carrier, at the place of manufacture or warehouse location in Carpinteria, California, exclusive of insurance cost. The cost of packaging for normal domestic shipment is included in the invoiced price. Where special domestic or export packaging is specified, involving greater expense, a charge will be made to cover such extra expense.

Prices and orders do not include Federal, State or local excise, sales, use or other taxes now or hereinafter enacted, which are applicable to the products sold. Tax or taxes will be added by Seller to the sales price when Seller has the legal obligation to collect the same and will be invoiced to and paid by Buyer, unless Buyer provides Seller with a proper tax exemption certificate. In the event Seller is required to pay any such tax, fee or charge at the time of sale or thereafter, the Buyer shall reimburse Seller therefore.

FREIGHT. F.O.B. point of origin. All costs of freight, transportation, or mailing, unless prepaid, and all demurrage charges shall be paid by Buyer. **[Note: F.O.B. (Freight on Board) conveys the title of goods to purchaser at time and place of F.O.B. shipment. Shortages or damages are the responsibility of the Buyer.]**

Buyer shall also pay for all increased rates whether prepayment has been made or not. Likewise, if freight changes have been prepaid and the actual freight charges are less than quoted, Buyer forfeits the difference.

DELIVERY

Delivery of goods by Seller to the Carrier at the point of origin shall constitute delivery of goods to the Buyer, and thereafter the shipment of goods shall be at the Buyer's risk. All claims and allowances for damage to the merchandise incurred in transit must be filed against, and presented to, the Carrier by the Buyer. Goods sent by mail are insured at the cost of the Buyer.

PAYMENT

Terms are from the date of the invoice, not from the date the goods are received. All payments are to be remitted to ***THE FLAG FACTORY (or Main Street Banner, Holly Workshop, Interstate Pole Industries), P.O. Box 41829, Santa Barbara, CA 93140.*** All payments shall be made in U.S. dollars. Any amounts past due are subject to a service charge of 1.5% per month on the unpaid balance unless applicable laws require a lesser charge. **DROP SHIPMENTS.** A handling charge of \$2.00 net will be invoiced for these shipments.

Unless otherwise stated, the terms of the sale are net 15 with approved credit from date of invoice, and not from when goods are received. No extra dating. All payments shall be in U.S. dollars. Any amount past due is subject to the rate of one and one-half percent (1.5 %) per month, (18% annually), starting 30 days after invoice date. The minimum merchandise billing amount is \$50.00 net and a service charge of \$5.00 will be charged on orders less than the minimum. Custom screen-printed banners and flags are subject to variation in quantity.

All orders subject to plus/minus 10% variance. Order accepted only on the basis that final invoice would reflect actual quantity delivered and Buyer agrees to accept and pay for over-runs. but not more than the amount allowed by law, on the unpaid balance from the original due date of the invoice. Payment shall not be withheld for delay in

installation if at Buyer's request nor for delay in delivery of required documentation unless a separate price is stated for such, and only to the extent of the prices stated.

WARRANTY DISCLAIMER

All articles made by Seller are inspected before shipment. If any goods prove to be defective in material or workmanship and a claim is made by the Buyer, the Seller will repair or replace the goods after the Seller has inspected said goods and has determined that the goods are nonconforming. Repair or replacement is at the Seller's sole option.

RETURN GOODS POLICY

The Buyer shall have the right to inspect the goods upon tender of delivery. Failure of the Buyer to inspect the goods and give written notice to the Seller of any alleged defect, nonconformity, or shortage within ten (10) days after tender of delivery shall constitute an irrevocable acceptance by Buyer.

An authorization number must be given by ***The Flag Factory (or Seller's other corporate division)*** before the return of any p(Contact Customer Service for your number.) A restocking fee may apply.

All returns must be authorized by the Seller within ten (10) of receipt of goods. Buyer must pre-pay all freight on authorized returned goods. The Products may not be returned to Seller without first obtaining Seller's consent. Credit on account minus re-stocking charge will be made upon inspection of returned goods. Custom, non-stock items are not returnable. Returns will not be accepted after 60 days from date of invoice and no adjustments of any kind will be made after 180 day of invoice.

CLAIMS

All claims by Buyer should be made in a timely manner, but should not exceed 10 days after receipt of goods and must be in writing.

CANCELLATIONS

Orders for custom, non-stock or special order items cannot be canceled except upon terms that will compensate Seller for costs lost.

BACK ORDERS

Seller's policy is to ship all available merchandise and back order the balance unless otherwise specified by the Buyer. Buyer must accept partial shipments and pay partial invoice and additional freight charges

Seller within Sellers payment terms.

DIES, TOOLS AND PATTERNS

Charges made for dies, tools and patterns are part of the purchase price of the goods and do not convey ownership to Buyer. All dies, tools and patterns remain the property of Seller, unless agreed by Seller in writing.

DELAYS

Seller is not responsible for delays in delivery due to inability to obtain transportation, equipment, or material by reason of fires, floods, embargoes, actions of any military or civil authority whether legal or de facto, strikes, labor difficulties, riots, lock outs, acts of God, or similar of different circumstances beyond the control of the Seller.

COLLECTION

Buyer shall, in the event legal action is required on the part of the Seller to collect the amount owing to Seller by Buyer, pay the Seller all costs of collection including attorneys' fees.

SHIPPING WEIGHTS, PRICES AND SPECIFICATIONS

Weights published by Seller are approximate and will vary according to size of shipping carton and/or packaging materials used. Weights are published for determining approximate freight charges. Seller is not responsible for any difference in calculated freight charges versus actual freight charges.

APPLICABLE LAW

All sales shall be governed by and construed in accordance with the laws of the State of California.

PRICES

Prices are subject to change without notice. All published prices are "suggested list prices." Quotes may vary.