



USA Standard Terms and Conditions of Sale

Revised 1-1-2015

All sales by Ware Manufacturing Inc. (hereinafter 'Ware') are subject to the following terms and conditions.

Payments: A credit application must be completed and approved prior to shipment of an order. For immediate shipment on first order please request COD.

Taxes: Any tax imposed by federal, state or other governmental authority on the sale of the products shall be paid by buyer in addition to the Purchase Price.

Terms: Payment terms are net 30 days from the date of the invoice. All past due accounts will be charged 1.5% per month finance charge. All orders are subject to credit approval by Ware. If the buyer fails to make payment for products delivered, Ware shall have in addition to such remedies as it may be entitled by law to pursue, the right to defer further deliveries until all products delivered have been paid in full.

Freight: Freight is FOB Ware's dock. Discounts on prepaid freight are to be agreed upon and are allowed only on invoices that are paid in accordance with their terms and by the due date. Ware reserves the right of point of shipment, carrier and method for all prepaid shipments. For certain areas special freight arrangements will apply. Dates of delivery are determined from the date of Ware's acceptance of any order or orders by buyer and are estimates of approximate dates of delivery, not a guarantee of a particular day of delivery. Ware shall not be liable for failure or delay in shipping goods if such failure or delay is due to an act of God, war, labor difficulties, accident, inability to obtain containers or raw materials or any other cause of any kind whatsoever beyond Ware's control.

Damages/Shortages: Any damages or shortages must be noted at time of delivery and verified by the driver on the Bill of Lading. All claims must be made in writing to Ware within 48 hours of receipt and must include the signed Bill of Lading and packing list. Failure to comply with these conditions shall constitute buyer's irrevocable acceptance of the products. All original boxes, packaging material must be retained until claim is resolved.

Warranty All Products: Ware warrants that all products it sells meet Ware's standard specifications for the products and shall be free from defects in workmanship and materials. *Ware makes no other warranties, express or implied. The warranties of fitness for a particular purpose and merchantability are hereby excluded.* Buyer must notify Ware within 30 days of purchase that a product fails to meet the standards and warranty provided herein and follow the procedures set forth below for merchandise returns in order to obtain replacement, repair or refund of the purchase price.

Returns Process: Buyer must contact Ware to obtain authorization in writing. All merchandised received without the return authorization will be returned to the buyer at buyer's expense. All return merchandise must be in original packaging, in salable condition and be a current stocked item. For any non-warranty returns, a 20% restocking fee will apply. Ware reserves the right in its sole discretion not to accept any merchandise for reasons other than a Ware warranty.

Limitations of Remedies: No claim of any kind, whether as to the products delivered or for non-delivery of products, shall be greater in amount than the purchase price of the products in respect of which such damages are claimed. Failure to give notice of claim within thirty (30) days from the date of delivery, or the date fixed for delivery, as the case may be, shall constitute a waiver of buyer of all claims in respect of such products including but not limited to claims under the Warranty. The remedy hereby provided shall be the exclusive and sole remedy of buyer, any right of buyer to consequential and incidental damages is excluded whether or not caused by negligence of Ware.

Prices/Specifications: All prices, specifications and conditions are subject to change without notice. All

orders are subject to acceptance by Ware and are governed by its terms and policies

Sole Agreement/Applicable Law: These terms and conditions of sale supersede and cancel all previous offers understandings and agreements between Ware and buyer and constitute a complete and final understanding of Ware and Buyer. Any exceptions or changes to the above must be authorized by Ware in writing. This agreement shall be construed interpreted according to the laws of the state of Arizona USA. Buyer and Ware agree that all claims and controversies between them relating to the goods sold and buyers order shall be litigated only in the state and federal courts of Arizona which shall have the exclusive jurisdiction for determination of disputes. Ware an Buyer hereby consent to the state and federal courts of Arizona.

USA Direct Container Standard Terms and Conditions: The following terms and conditions apply to *USA Direct Container Purchase Orders* and are in addition to and are subject to the other terms and conditions stated above, on price list and quote.

All customers will receive an Acknowledgement to confirm the receipt of their purchase orders. Direct Container Sales orders cannot be cancelled once confirmation has been issued by Ware. Direct container purchase orders require a minimum of 120 days lead time. Lead time is defined as date of purchase order is confirmed by Ware to the delivery at customer's dock

When the order is shipped, the invoice, packing list and any additional documents required by customer will be issued. Containers will be filled to capacity to maximize the space on the container, unless noted on the purchase order. The quantities shipped may have up to a 5% variance from the purchase ordered quantity. Customers will be invoiced for the actual quantities shipped. The product is floor loaded, unless noted on purchase order, to maximize the space of the container. If pallets are required, additional charges will apply and will be invoiced to customer.

The customer will be contacted by the freight carrier. The freight carrier will schedule a delivery appointment. Shipments are allowed a maximum of two 'free' storage days at the freight carrier. The two 'free' days include weekends and holidays. If the delivery of a container is delayed by the customer beyond the two 'free' days, storage charges will be incurred and will be invoiced to customer. All container deliveries are assumed to be 'live' unloads. Customer can request the container be dropped at the customer's dock at customer's expense.

Live Unloads: Customer has a maximum unloading time of 2 hours. The time begins when the driver reaches the customer's warehouse. Additional charges will be incurred past the two hours and will be invoiced to the customer.

Drop Unloads: This has to be arranged, quoted and confirmed prior to shipping by Ware. This option is not available in all locations. Additional charges are incurred for a 'drop' shipment and are the responsibility of the customer and will be invoiced to customer.

Foreign Direct Container Standard Terms and Conditions: These terms and conditions apply to *Foreign Direct Container Purchase Orders* and are in addition to and are subject to the other terms and conditions stated above, on price list and quote.

All customers will receive an Acknowledgement to confirm the receipt of their purchase order. Direct Container Sales orders can not be cancelled once confirmation has been received. Direct container purchase orders require a minimum of 90 days lead time. Lead time is defined as date of purchase order is confirmed by Ware to day of shipment at factory.

When order is shipped the invoice, packing list and any additional documents required by customer will be issued. Containers will be filled to capacity, to maximize the space on the container, unless noted on purchase order. The quantities shipped may have up to a 5% variance from the purchase ordered quantity. Customers will be invoiced for the actual quantities shipped. The product is floor loaded, unless noted on purchase order, to maximize

the space of the container. If pallets are required additional charges will apply and will be invoiced to customer.

Terms: Prepaid before shipping by Wire transfer. All orders are subject to credit approval by Ware. All past due accounts will be charged 1.5% per month finance charge.

Freight: Buyer is responsible for arranging and paying all freight, duties, taxes and miscellaneous charged. Pricing is quoted FOB factory and the port is specified on the current price list.

All quotations are good for 60 days.

Based on current exchange rate of RMB to 1 USD

Payments to be made in USD

Payment terms are TT upon receipt of documents.

Quotation based on F.O.B. container yard by full container load only.

Packaging is quoted in Ware designs/4 color process CMYK.

Private label items are subject to minimum package qtys.

Any Packaging not used in 12 months must be purchased.

All new items are supplied with estimated carton size.

Actual carton size on new items will be confirmed during production and supplied prior to shipping.

Prices and Terms are subject to change without notification.

Ware Manufacturing INC

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