

TERMS AND CONDITIONS OF SALE



By placing an order, customer agrees that EverGlow[®] NA, Inc., of Matthews, NC, terms and conditions shall override any and all others as may be written on any documents which may become part of the sales transaction, such as customer's purchase order, quotation request, order release, letter, fax, or other document.

PAYMENT TERMS: EverGlow[®] NA reserves the right to accept or reject any order. With approved credit, payments are to be received within 30 days from date of invoice. Some orders may require a down payment when the order is placed. Customer is responsible for all costs related to bank or wire transfers or other fees. The original signed credit application is a part of this agreement. *Credit is a privilege extended by EverGlow[®] NA and may be rescinded at any time.*

OVERDUE BALANCES: Customer agrees to pay all debts incurred within the terms of sale. Should the debt become past due, customer expressly agrees to pay a service fee of 1.5% per month or the maximum permitted under applicable law, whichever is less. Customer also agrees to pay reasonable collection costs and/or attorney's fees incurred in connection with the collection of this account.

WARRANTY AND DISCLAIMER: EverGlow[®] NA does not warrant the accuracy or completeness of any technical data, recommendations, advice, assistance, other information, or the results obtained. Since EverGlow[®] NA does not control the conditions under which its products are used or handled, no warranty as to merchantability or fitness for a particular purpose is made. It is understood that buyer will test all materials for the intended application and judge suitability of the product before purchasing. We do not warrant the adhesion, or the duration of adhesion, of signs and markers to any surface. EverGlow[®] NA's sole warranty, limited to the original purchaser, shall be to deliver products free of defects in material or workmanship at the time of shipment from EverGlow[®] NA. Purchaser's sole remedy shall be the replacement of material judged by EverGlow[®] NA to have been defective at time of shipment. This warranty is in lieu of any other warranty, expressed or implied, except the 25/3 year limited warranty on EverGlow[®] brand photoluminescent signs and markings purchased from EverGlow[®] NA. Under no circumstances shall EverGlow[®] NA be liable for any injury, loss or damage, direct or consequential, arising from the use of, or inability to use, its products.

PRICES: EverGlow[®] NA reserves the right to adjust prices at any time. All prices are ex-works our facility in Matthews, North Carolina or facilities in Germany or the UK and do not include shipping, taxes, duty or handling charges.

DELIVERY: Normal delivery is ground shipping by package delivery or truck. Expedited shipping is available at extra cost. Delivery to the carrier at point of shipment shall constitute delivery to purchaser and purchaser shall assume all risk for subsequent loss or damage. Shipping charges are normally prepaid and added to the customer's invoice.

SUBSTITUTION: EverGlow[®] NA will not substitute product without prior customer approval.

CLAIMS: The customer is urged to inspect each shipment carefully before acknowledging receipt from the carrier. Shipping damage is the responsibility of the carrier. Warranty claims for manufacturing defects and claims for incorrect or incomplete shipments must be filed in writing by the original purchaser within thirty (30) days from date of invoice. Failure to give written notice of defective or incorrect products within thirty (30) days of invoice and before the products have been installed shall constitute acceptance and waiver by purchaser of all claims with respect to such products. EverGlow[®] NA reserves the right to inspect all claimed materials. Any returns are subject to a 15% restocking fee and must be authorized by EverGlow[®] NA in advance and be received in "like new", saleable condition. No replacement will be given for material not returned. Material returned without prior authorization will not be accepted.

Customer agrees that all claims shall be governed by the laws of the State of North Carolina (USA).