

TERMS AND CONDITIONS OF SALE

PAYMENT TERMS: Net 30 from date of invoice unless otherwise arranged between STA's Credit Department and Customer. Invoices not paid within 30 days of the invoice date may bear a monthly delinquent charge at a rate of 1.5% per month of the unpaid balance until paid. Any account having an unpaid balance more than 60 days past due may be placed on CIA basis. The account cannot be placed on an open credit basis again without the approval of an authorized STA company official. **NOTE: A \$45 fee will be assessed for any and all returned checks.**

CREDIT & DEFAULT TERMS: STA may at any time, and at its sole discretion, alter or cancel the credit limit of a Customer and consequently declare payment due immediately before processing of any purchase order received thereafter. If Customer should become insolvent, or if a bankruptcy, reorganization or arrangement proceeding is initiated by Customer, STA reserves the right to: (i) cancel any and all contracts with Customer, (ii) defer any and all pending shipments, (iii) declare any and all outstanding invoices due immediately, (iv) recover, resell or scrap any materials or supplies under contract(s) for which the Customer is bound to and the Customer will remain liable for any loss.

SHORT PAYMENTS: All STA invoices are to be paid in full by due date. Short payments not accompanied by a credit memo are prohibited. It is the Customer's responsibility to contact STA's Customer Service or Accounts Receivable departments to address any issues immediately after receiving invoice(s). If the discrepancy is valid, a credit memo will be issued accordingly.

MINIMUM ORDER REQUIREMENTS: \$400 for any assorted order shipping to one destination or Will Call orders from any one STA facility. Assorted orders consist of tape, dispensers and dispenser replacement parts. All stand-alone orders for dispensers and/or dispenser replacement parts must meet a minimum order of \$50 and are subject to freight charges. **NOTE: A \$75 fee will be applied to assorted orders totaling less than \$400.**

FREIGHT EXPENSES: Pre-paid on orders \$3,000 or more, shipping to one destination within the contiguous United States. Shipments to Canada, pre-paid on orders of 13+ pallets. Special carrier requests will be honored only if the Customer agrees to pay the difference between the lowest cost carrier and the carrier requested.

ACCEPTANCE: All orders are subject to acceptance by STA. We reserve the right to adjust order volume up to the nearest full case. Orders will have an email acknowledgment issued within 24 hours of acceptance. All prices are subject to change without notice and orders will be billed at the prevailing price at the time of the order. Prices may be increased by the extent of added costs for raw materials and/or costs caused by government actions, legislations and regulations. Prices are subject to all federal, state and local taxes, which will either be billed to or assumed by the purchases. Purchase orders received with incorrect pricing will require written Customer authorization to proceed with processing.

CHANGES & ADDITIONS TO ORDERS: Any changes or additions to purchase orders must be made within 24 hours of emailed sales order acknowledgment OR within 48 hours of scheduled ship date on the acknowledgment. All changes must be submitted via email, approved by an authorized STA representative and may be subject to extended lead time. Changes, additions and cancellations will not be accepted once the order is in the shipping process.

NON-STANDARD & SPECIAL BUILD ITEMS: These items are made specifically for the Customer and may not be cancelled. Changes to the order may not be made at any time except at the discretion of STA. STA reserves the right to increase/decrease an order quantity by 10%. Custom printed tapes may be increased/decreased by 15% of the ordered quantity. Return of non-quality related items will not be accepted.

ORDER CANCELLATION: Except by specific mutual agreement, STA will only honor order cancellations if request is received in writing prior to the physical processing of the order for shipment. STA reserves the right to hold or cancel an order with written notice with or without cause, or for any reason related to Customer account standing.

ORDER FULFILLMENT & BACKORDERS: STA reserves the right to fulfill any order or portion thereof by shipping from any one of, or more than one, shipping facility. If sufficient quantity of a product is not available for requested ship date, STA may request the Customer call the order complete or hold until the order can ship complete. Split shipments may be subject to freight charges. Customer acknowledges that STA may issue partial invoices for portions of orders shipped.

DELIVERIES: All shipments will be made as close as possible to the ship date specified on our order acknowledgement. This date does not constitute a guarantee but should only be used as an approximate ship date. STA is not responsible for delays due to: carrier issues, weather, shortage of labor or resources, strikes, acts of God, embargoes, quarantine restrictions or any other causes beyond the control of STA in the reasonable conduct of its business and standard practices. Additionally, STA is not responsible for missed carrier appointments, after hours deliveries, non-dock or lift-gate deliveries, advanced notification, driver unload, sort and segregate or detention charges.

STORAGE & USAGE CONDITIONS: Finished goods should be stored in its original packaging in a cool, dry area void of direct sunlight. Temperatures of 40°-80°F and up to 50% relative humidity are recommended. All finished goods should be used within 6 months of the date of delivery and not to exceed 1 year from the date of shipment.



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RETURN POLICY & CLAIMS: All product delivered is non-returnable except as authorized by STA. All claims must be made within 1 year from the ship date. All claims are subject to STA's return authorization procedures and guidelines.

All returns must be accompanied by the STA Return Authorization (RMA). Unauthorized returns may be refused.

The return of non-quality related product must be approved by an authorized STA representative and is subject to a restocking fee up to 25% plus freight charges. Quality related returns that are determined "unjustified" upon evaluation will be subject to the same fee plus freight charge. Material must be returned in good, clean, saleable condition. STA reserves the right to determine the salability of any returned product.

All claims for shortage and/or damages in transit must be noted on the delivery receipt before accepting the shipment. Refusal of freight should not occur without the approval of an authorized STA representative. Concealed or hidden damage must be reported to STA within 5 days of receipt. Photos of any damage must be sent to STA's Customer Service or Quality department.

STA reserves the right to limit liability on authorized returns for account credit to the purchase price less any offered discounts at the time of purchase on the product(s).

WARRANTY: STA guarantees their tape to be in compliance with acceptable commercial standards for material and workmanship set by the Pressure Sensitive Tape Council.

Bulletins, specifications, product and testing reports and other descriptive and advertising materials are based on research testing and are believed to be reliable but constitute no part of this warranty.

Because of the variety of possible uses, the buyer should test the suitability for each intended use. STA tape is sold on the understanding that the buyer has determined or will determine the suitability for use. The Customer acknowledges STA does not warranty in fact or in law that finished goods sold are suitable for any specific or particular purpose. It is the Customers sole responsibility to determine suitability of use.

STA warrants the products to be free from defects in material and workmanship. Should any failure to conform to this warranty appear within one year of the initial date of shipment, STA shall, upon notification thereof and substantiation that the products have been stored and applied within STA's standards, correct such defects by suitable repair or replacement. It is STA's policy to issue a replacement order and invoice at the same purchase price as the original order. A credit memo will then be issued against the original order.

STA will not be liable for damages in excess of the purchase price for incidental or consequential damages.

No agent or representative is authorized to give any guarantee or make any statement contrary to or inconsistent with this warranty. This is the only warranty provided by STA. There are no other warranties expressed, implied or apparent.

GOVERNING LAW & ARBITRATION: This or any other written agreement between the Customer and STA shall be governed, construed and enforced in accordance with the laws of the state of Tennessee. Customer acknowledges that outside of internal STA department efforts, this is the final and sole method for resolving disputes under this or any written agreements between Customer and STA.

TO ORDER BY EMAIL: STACS@STA-USA.com

TO ORDER BY FAX: 800-235-8273

TO ORDER BY PHONE: 800-258-8273
(8:00AM – 5:00PM Eastern)

Visit our website www.sta-tapes.com

THANK YOU FOR YOUR BUSINESS!