



## TERMS & CONDITIONS

These Terms and Conditions apply to any persons or companies purchasing products from American Plastic Mfg., Inc.

Purchaser agrees to be bound by the Terms and Conditions below. Terms and Conditions are subject to change without advanced notice and at discretion of American Plastic Mfg., Inc.

### 1. PAYMENT

**All initial orders are PREPAY.** Initial order will not be processed until full pre-payment has been received. Credit can be established by filling out a credit application with banking information and three trade references. Credit is evaluated and assigned based on consumer credit ratings and trade references, and approval may take several days. Once established, credit terms once are 1% 10 Net 30 days. A Reseller Permit must be supplied for Washington state sales tax exemption.

1.5% finance charge per month, 18% annually is added to all past due balances, due immediately.

### 2. PRODUCT TOLERANCES

All bags are manufactured to customer specifications within ASTM standards. Length and width may vary +/- 1/2". Variance can be up to 1" on bags over 18" in length or width. Film gauge is measured in mil (0.001") and may vary +/- 10%. Film colors may vary somewhat from order to order and/or within the same order. Ink Colors are specified and matched using standard Pantone Matching System (PMS) color numbers. Ink colors may vary slightly from order to order and within the same order.

### 3. OVER/ UNDERRUNS

All bag orders are subject to the following overrun/underrun.

QUANTITY ORDERED	OVER/UNDERRUN
3 – 10M	30%
15 – 25M	15%
> 25M	10%

Purchaser will be billed for total bags received, including any partial cartons.

### 4. PACKING and SHIPPING

All bags are bulk packed in corrugated cartons. Unless specifically requested during the quoting process and/or on the purchase order, American Plastic Mfg., Inc. reserves the right to change carton case packs to best accommodate bag size, gauge, and style ordered.

Shipping estimates are based on standard commercial delivery and are likely to change based on final shipping weight. Shipping is primarily by LTL freight or by UPS Ground. Any special delivery requirements such as liftgate, inside, appointment, residential, mall, place of worship, limited access deliveries, etc. must be declared prior to shipping to avoid costly surprise charge-backs. American Plastic Mfg., Inc. is not responsible for any such chargebacks or adjustments made by freight companies due to special shipping requirements not declared before shipping. Any added shipping costs will be billed to the Purchaser.

### 5. DAMAGED SHIPMENTS and SHORTAGES

Consignee should inspect shipment for any obvious damages or shortages. **Freight carriers will only process claims for damages or shortages if it is indicated on the delivery receipt prior to signing for delivery.** Per ICC regulations, it is the responsibility of the consignee to file a damage claim with the carrier promptly after inspection. Please feel free to contact us for assistance and replacement information. American Plastic Mfg., Inc. is not liable for losses due to shipping damages or shortages that occur during shipment.

### 6. INSPECTION OF MERCHANDISE

All products should be inspected immediately after delivery. Claims of damage to, or defect of, products received must be made within 5 business days of receipt. American Plastic Mfg., Inc. will be the final arbiter in determining whether defects are outside the tolerances explained above. No returns will be accepted without prior written approval from American Plastic Mfg., Inc. All stock bag returns are subject to a 25% restocking fee.

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**TERMS & CONDITIONS - continued**

**7. LIMITATIONS OF LIABILITY**

American Plastic Mfg., Inc.'s total liability for any and all claims of any kind shall not exceed the price allocable to the product or service which gives rise to the claim. In no event shall American Plastic Mfg., Inc. be liable for any special, consequential, incidental, indirect, punitive or exemplary damages, including, but not limited to, loss of profit or revenues, loss of use of the products or any associated equipment, cost of capital, cost of substitute goods, facilities, services, downtime costs or claims of Purchaser's customers for any such damages, all of which are waived in full by Purchaser.

**8. ORDER CANCELLATIONS**

Any order cancelled after an art proof has been started will carry a minimum cancellation charge of \$100 in addition to charges for all preparatory work completed. Cancellation charges will be invoiced to the Purchaser.

**9. PRICE CHANGES**

All prices are subject to change due to market fluctuations. Quotes are valid for 30 days past the date listed on quote.

**10. SECURITY INTEREST**

American Plastic Mfg., Inc. holds security interest in the products made until products are paid for in full.

**I have read and accept the above Terms and Conditions:**

Authorized Signature \_\_\_\_\_

Company \_\_\_\_\_ Date: \_\_\_\_\_