

PAPER WATER BOTTLE TERMS, CONDITIONS AND POLICIES

Full detail of these terms, conditions and policies which govern all transactions are located at PaperWaterBottle.com

PRECONDITION OF SALE OF PRODUCTS: These terms and conditions are Paper Water Bottle's ("PWB") offer to any potential customer ("Customer"). Purchase orders received by PWB from Customer will constitute acceptance of these terms and conditions; however, all quotations are made and orders received are subject to PWB final, confirmed acceptance as well as to applicable rules of government agencies. These are the only terms and conditions binding upon PWB, and supersede other agreements and contracts. Each separate order accepted by PWB constitutes a separate contract, and there is no right of set off. Acceptance of the order represented by this invoice and release of any such shipments shall be subject to PWB's sole judgment of Customer's credit worth, which shall be reasonably exercised, unless total prepayment of order has been received and validated.

PWB requires a written Purchase Order for all customer orders. Purchase Orders must be in writing and may be emailed to Paper Water Bottle Customer Service at sales@paperwaterbottle.com. Please contact your Customer Service Representative, or use our convenient online form to request samples of stock items. Paper Water Bottle will usually ship your sample request within two working days. Notwithstanding any other mutually agreed upon provision in a Purchase Order, all Purchase Orders will be subject to these Terms and Conditions. Customer may not cancel or change an order placed with and accepted by PWB once production has started on the order or, for orders involving customization, except with the prior written consent of PWB and with terms that indemnify Paper Water Bottle against any loss or damage. See website for full detail.

All prices and terms are subject to change on notice by PWB. PWB may publish a price list that generally applies to the products ordered from it. However, PWB reserves the right to alter prices for individual orders. Certain quantities, products or colors may fall beyond our manufacturing requirements or require the assessment of additional charges. Please see website for more detail and consult your Customer Service Representative at sales@paperwaterbottle.com to determine actual charges for your order.

Unless otherwise expressly stated, terms of payment are due and payable in United States dollar currency. Customer will make a minimum deposit of 50% at the time of the order. The balance of the payments must be made to Paper Water Bottle without discount within 15 days after date of invoice for all domestic shipments, provided that for new accounts, the first order must be paid for in advance, preferably with a Credit Card (Visa, MasterCard, Discover or American Express). International shipments must be paid in full by credit card or wire transfer at the time of order, unless other arrangements have been agreed to in writing by PWB. Until invoice is paid in full, Customer hereby grants PWB a security interest in all products and prepayments that are evidenced by this invoice. All invoices past 15 days will be subject to a 1.5% interest charge per month until paid in full, or at the highest rate allowed by applicable law if lower. All taxes, charges, fees and other levies imposed by federal, state or local government on the manufacture, sale, shipment or use of PWB products (other than income and excess profit taxes) will be paid by the customer. Unless a customer provides a Certificate of Exemption, Paper Water bottle is required to invoice, collect and remit Kentucky state sales tax. Certificates of Exemption must be presented prior to order completion and shipment to avoid inclusion of sales tax.

All products are sold F.O.B./Ex Works (Incoterms 2010) from PWB's producing plant or designated warehouse. In the event of Customer's unacceptable or unreasonable delay in issuing shipping releases for portions of "Blanket" or recurring standing orders, Customer shall reimburse PWB for all storage, mooring, drayage and inventory expenses incurred by result of such a delay. Within five (5) days after customer's receipt of products, customer must give written notice to Paper Water Bottle of any claim by customer based upon condition, quality or grade of products or of any claimed nonconformity with product specifications. Customer's failure to comply with this policy will constitute irrevocable acceptance by customer of such products and will bind customer to pay Paper Water Bottle for the full price of such products. See website for full detail.

PWB warrants only that all items delivered shall be free from manufacturing defects in materials and workmanship, and associated packaging when departing from producing plant and transferred to carrier or warehousing agent(s). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY AS TO FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. PWB shall not be liable for consequential damages. Remedy for breach of any warranty herein shall be limited to the purchase price or full replacement of defective product, at PWB's option. PWB will not accept any claims for adjustment, return of product or issuance of credit for any product after 5 days following receipt of invoiced product. In the case of products manufactured, packaged or customized in accordance with Customer's designs or specifications, or which employ materials of Customer's design or designation, Customer will hold harmless and indemnify PWB from any judgment, claim, cause of action, loss or other expense, including legal fees and associated costs or fines, caused or arising out of the actual or alleged infringement of any patent, trademark, trade name or suit in the nature of unfair competition. See website for full detail.

PWB shall in no event be liable for failure to deliver, or delay in delivery caused by Acts of God, force majeure, war, riot, civil disturbances or other commotion, embargoes, blockages, sabotage, fire, windstorms, epidemic, governmental laws, regulations, proclamations, tariffs, seizures or orders appropriating plants, supplies, or products, interruptions or shortages of transportation facilities, utilities, shortages of raw materials and supplies, or from strikes, lockouts, or other labor interruptions or disputes. See website for full detail.

All intellectual property rights with respect to any design, production process and/or invention conceived or first reduced to practice, by PWB in connection with PWB products will remain the property of PWB. All drawings, illustrations, dimensions, specifications performance projections, designs, plans, computations, and descriptions prepared by Paper Water Bottle in connection with any work quotations, or contracts, whether of products or general engineering or other arrangements are Paper Water Bottle property and must not be copied or disclosed to any other persons or used for any purpose whatsoever without Paper Water Bottle's prior written consent. See website for full detail.

No term or condition found inconsistent with the above shall be deemed accepted or an amendment hereof reason of any writing, email or conduct of the parties. No employee or agent of PWB has the authority to make representation, agreement or promise that enlarges or varies the terms and conditions contained herein, except by prior written signed directive by an authorized officer of PWB. This is a Kentucky contract; Kentucky law, excluding conflict of laws rules, shall govern its construction, execution, performance and remedy. Customer expressly confers jurisdiction on any Kentucky court or competent subject matter jurisdiction for the enforcement of performance or for remedy in event of breach of any contract arising out of this invoice or the order represented by it.

Seller represents that it has fully complied with the provisions of the Fair Labor Standards Act of 1938 as amended in the production or manufacture of all items and in the performance of all services covered by this invoice. Any tax or freight charge on this invoice is Net and not subject by law to discount of any kind.

These Terms and Conditions pertain to all PWB transactions. Please retain for future reference. See PaperWaterBottle.com website for additional detail for Terms & Conditions and information for sales ordering, shipping, returns, credit requests, etc.