



TERMS AND CONDITIONS OF SALE: GLO-ICE® SALES

1. **DEFINITIONS:** As used herein, “Buyer” means the party identified on the face of a Quote, Acknowledgement or Invoice (each may be referred to as a “Contract”) issued by Engineered Plastics, Inc. (“EPI” or “Seller”); and “Products” means all articles, materials, work or services to be furnished by Seller to the Buyer.
2. **WARRANTY (LIMITED):** Seller makes no warranty of any kind, express or implied, except that the Products shall be free from defects in material and workmanship under normal conditions of usage and service for a period of one year after shipment date. Buyer assumes all risk and liability for results obtained from the use of the Products, whether used singly or in combination with other products. Seller makes no other Warranty, express or implied, and makes no warranty of merchantability or of fitness for any particular purpose and there are no warranties which extend beyond the description on the Contract. No employee or representative of Seller is authorized to change this warranty in any way or grant any other warranty.
3. **TERMS:** F.O.B. Gibsonville, NC – Net 30 days to firms with prior credit approval. Finance charge of 1 ½% per month or 18% per annum applied to all past due balances or, if the maximum rate permitted by law is less than 18%, then at the maximum rate permitted by law. No shipments made to firms with accounts beyond standard 30 day terms. New accounts without prior credit approval will be shipped Pro Forma or C.O.D.
4. **SHIPPING:** Ice sculpture molds are UPS shippable at oversized packaged rates. Only Swan SIL-SSW1 will ship UPS at standard rates.
5. **DAMAGES:** Buyer is responsible for inspecting shipment for damage before signing delivery receipt. If UPS shipment is damaged, Buyer must retain shipping carton and all packaging and notify local UPS office for inspection and pick-up. Buyer must also notify EPI within 10 days of receipt of any damage or problem with order. Truck shipment damaged claims should be made to delivering carrier in writing. Failure to comply with these procedures will void Seller’s responsibility for claim.
6. **RETURNS:** All returns must be authorized by EPI customer service department prior to shipment. Returns received without RA# will be refused. All goods authorized for return must be shipped in original packing cartons with end caps and other reinforcing components securely in place, in original condition and freight prepaid. Returned goods will be subject to a minimum 20% restocking charge. Returns must be received at EPI within 30 days of original ship date.
7. **MINIMUM:** \$100.00 minimum order required.
8. **GOVERNING LAWS:** This contract shall be governed by and interpreted under the laws of the State of North Carolina.

Dec. 21, 2009