

## TERMS & CONDITIONS OF SALE

All orders are accepted, and all sales are made in accordance with the following terms and conditions, which may also be found on our website at <https://kaufmanproducts.net/terms.pdf>

### PRICING

All orders accepted by us are subject to prices in effect at the time of shipment. Such prices are subject to change. All orders are subject to approval of Purchaser's credit and to final acceptance by Kaufman Products, Inc. ("KPI") in Baltimore, Maryland.

### TERMS OF PAYMENT

KPI's terms are Net 30 Days. Purchaser agrees to pay all charges in accordance with these terms. Any invoice not paid within 30 days from date of invoice will be charged interest at the rate of 1.5% per month, representing an annual percentage rate of 18% per annum. Accounts that are consistently 60 days in arrears may be closed unless some prior agreement had been made in writing by our office. Purchaser further agrees that in the event this account is turned over for collection, either to an attorney or an agency, to pay a fee of 20% of the unpaid balance at the time of the referral for collection or legal expenses, plus all related charges and court costs.

### FREIGHT TERMS

Title and risk of loss shall pass to Buyer on customer pick-up and freight collect shipments at Sellers shipping point. Title and risk of loss to materials delivered and shipped freight prepaid shall pass to Purchaser upon receipt at the destination specified. Any changes at destination for spotting, switching, handling, storage, demurrage/detention, and other accessorial services shall be for the Purchaser's account.

### SHORTAGES AND DAMAGED GOODS

Shortage or errors in billings must be reported in writing to customer service at KPI within five (5) days from receipt of shipment to secure adjustment. Contact Customer Service at 410-354-8600, extension 1101 or via email at [customerservice@kaufmanproducts.net](mailto:customerservice@kaufmanproducts.net) to advise of any issues. If shipments are received in a damaged condition or short in number of packages, the customer *must have the carrier note this fact on the delivery receipt before the delivering driver leaves. Failure to have any notation made at the time of delivery shall be dispositive evidence that the shipment was complete and undamaged at the time of delivery.* Claims for loss and damage in transit with the transportation company is the responsibility of the party that booked the freight carrier. If KPI booked the freight carrier then Customer Service at KPI must be notified immediately in writing or by phone.

### RETURNED GOODS

No return of merchandise will be accepted without prior written authorization from the [Home Office]. Except in cases where a shipping error was made, credits on authorized returns will be issued on the basis of billing prices, less a 25% charge for handling and less freight charges incurred by Kaufman Products, Inc. Credit will be issued only on such goods that are returned undamaged, in good condition and resalable.

No merchandise may be returned after ninety (90) days from date of invoicing and Kaufman Products, Inc. will have no obligation accept returned merchandise for products where the "shelf life" has expired, or if special products or sizes were made.

### TAXES

Sales, use or similar tax or charge now made by Federal, State or Municipal Authority applicable to the sale or use of products shall be paid by the customer directly to the taxing agency.

### NON-STANDARD TERMS

Special colors, non-standard packaging, or variations other than those listed on our price list will be considered non-standard. Contact the Home Office for the special pricing and availability. All non-standard items must be ordered in minimum batch sizes where applicable. Every effort to ship the exact amount will be made, but we reserve the right to ship plus or minus the 10% of the order. As explained in "Returned Goods," non-standard produced materials cannot be returned for credit.

### WARRANTS & LIMITATIONS

KPI agrees to replace any products sold by it if it is proven such product was defective when shipped. but only if written notice of such defect is given to Kaufman Products within the first to occur of (i) 90 days after the date on which such product was shipped, or (ii) 30 days after the date on which such product is first used. Except as provided in the preceding sentence, KPI makes no Guarantee or Warranty, expressed or implied, including, without limitation, warranties of fitness for a particular purpose or merchantability, with respect to such products and Kaufman Products shall have no other liability with respect thereto. There are no warranties which extend beyond the description on the face hereof, or on the face of any given product.

Proper usage and application instructions of KPI products are explained in various current product literature and on the package labels. Any advice furnished purchaser concerning the use of products in specific situations shall represent KPI's reasonable judgement in the circumstance but is acted upon at Purchaser's sole risk. To the extent that a label on any Kaufman Products product sets forth a warranty or any limitation contrary to the terms and conditions set forth herein, then the statement on the label shall be applicable.

KPI shall not be liable for any failure or delay in performance of its obligations hereunder which shall be due to war, insurrection, strike, fire, pandemic, other casualty, government law, order or regulation, unavailability of materials, transportation, or any other cause beyond KPI's control.

### CONTRACT MODIFICATION

No waiver, alteration or modification of the terms and conditions hereof shall be valid or binding upon Kaufman Products unless made in writing and signed by an officer of KPI.