

1-800-888-3598 • 901-360-8928 • Fax 901-362-9127

Effective: August 15, 2015

TERMS OF SALE	PAYMENT TERMS: NET 30 DAYS from date of invoice with approved credit. FREIGHT TERMS: Freight PREPAID on single shipment totaling \$3,500.00.
	MINIMUM ORDER: \$500 PER SHIPMENT. RETURN POLICY: No goods will be accepted for return unless there is a quality issue, shipping error or product recall. Under no circumstances are Shelby Products to be sold outside the continental United States. No advertised price below listed Minimum Advertised Price (MAP)
We reserve the right to make changes in our prices, products and specification without notification.	

SHELBY SPECIALTY GLOVES TERMS AND CONDITIONS OF SALE

1. **TERMS OF PAYMENT:** Net cash 30 days, unless otherwise specified. All invoices will be dated the day of shipment. If in Seller's sole discretion the financial condition of the Purchaser at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance.
2. **SHIPMENT:** All prices are F.O.B. Seller's warehouse in Glenwood, Arkansas. Method and route of shipment at Seller's discretion, unless the Purchaser supplies explicit instructions. All shipments are insured at Purchaser's risk.
3. **DELAYS:** Seller will not be liable for any delay in performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Purchaser by reasons of such delays, if such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond Seller's control.
4. **WARRANTIES:** Seller warrants and represents that the goods will conform to its written description and specifications and be free from defects in material and workmanship.
5. **No express warranties and no implied warranties whether of merchantability or fitness for any particular use, or otherwise (except as to title), other than those expressly set forth above which are made expressly in lieu of all other warranties, shall apply to products sold by Seller. All other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. No waiver, alteration, or modification of the foregoing conditions shall valid unless made in writing and signed by an executive officer of the Seller.**
6. **REMEDY LIMITATIONS:** Purchaser's exclusive remedy in the event that any of the goods do not conform to Seller's above warranty shall be, at Seller's option, either return of the purchase price with respect to such item(s) or a replacement of the item. All goods claimed to such goods will be replaced, or purchase price refunded, within reasonable time. Seller's acceptance of any goods so shipped to Seller's Glenwood, Arkansas plant, at Seller's expense. Such goods will be replaced, or purchase price refunded, within reasonable time. Seller's acceptance of any goods so shipped shall not be deemed an admission that the goods are nonconforming.
7. **CONTROLLING PROVISIONS:** These terms and conditions shall supersede any provisions, terms and conditions contained on any confirmation order, or other writing Purchaser may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof. This statement may not be changed or modified orally.
8. **SELLER'S RIGHT OF PROVISIONS:** Seller shall have the right, in addition to all others it may possess, at any time, for credit reasons or because of Purchaser's default or defaults, repossess all goods which may be stored with Seller for Purchaser's account, without the necessity of taking other proceedings, and Purchaser consents that all the merchandise so recalled, retaken, or repossessed shall become Seller's absolute property, provided that Purchaser is given full credit therefore. The foregoing shall not be construed as limiting, in any manner, any of the rights or remedies available to seller because of any default of Purchaser including those available under the Uniform Commercial Code as in force and effect in the State of Tennessee.
9. **PROPRIETARY RIGHTS:** Purchaser shall hold Seller harmless from any suits, claims, losses, or other liability made against, or suffered by, Seller arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right, at common law, or claim of unfair trade or of unfair competition, resulting from, or occasioned by, Seller's use, possession, sale, or delivery of any goods to Purchaser in conjunction with any requirement of Purchaser (i.e., a requirement that the goods bear Purchaser's trademark).
10. **APPLICABLE LAW:** All transactions between Seller and Purchaser shall be governed by the laws of the State of Tennessee, including the Uniform Commercial Code as adopted in the State of Tennessee. Purchaser agrees that actions or proceedings arising directly or indirectly from transactions with Seller shall be litigated only in the courts having situs within the County of Shelby, State of Tennessee.