
DISTRIBUTOR TERMS AND CONDITIONS

1. Discounted Distributor Pricing

- a) Minimum order quantities on natural and white spout caps are three (3) cases on 15 & 18 mm caps and five (5) cases on all other sizes, per ship to location. Mixing sizes within an order is allowed so that the distributor may take advantage of quantity discounts provided there is only one ship to location per order.
- b) ***On orders for NATURAL SPOUT CAPS meeting the case minimums noted above, authorized distributors receive the 100M price, less a 10% discount. This discount applies to NATURAL caps only.***
- c) ***Orders for WHITE SPOUT CAPS meeting the case minimum, receive straight list price less a 10% discount.***
- d) On orders for, 38mm no hole, yellow spout caps meeting the five case minimum, authorized distributors receive the 100M piece price less a 10% discount.
- e) Orders on natural and white standard caps and tips not meeting the minimum order quantity will receive straight list price with no distributor discount and will have a \$200.00 handling charge.

2. Standard Ordering Terms

- a) Payment terms are net 30 days, subject to credit approval.
- b) A written purchase order must be received for all orders and order changes by mail, e-mail or fax. All orders and order changes will be confirmed back to the distributor via a written order acknowledgement within 2 days. It is the distributor's responsibility to review this order for accuracy and respond back to Yorker Customer Service within 48 hours of any discrepancy. Orders shipped in error, due to a lack of order acknowledgement review by the distributor, will be the responsibility of the distributor.
- c) Line items may not be added to an order after a shipment has been made.
- d) Unimark reserves the right to ship +/- 10% of the quantity ordered.
- e) Unimark Plastics assumes no responsibility for product or container compatibility. Customer testing is highly recommended. Unimark liability is limited to the value of the product we manufacture.
- f) In the case of a product quality problem, Unimark reserves the right to repair or replace the product at our option and will in no case be responsible for costs incurred by the customer in remedying the problem.
- g) On standard product orders, no changes to quantities or ship dates will be allowed within ten (10) days of the order ship date. Quantities and ship dates on orders for custom molded products cannot be changed once the product has been molded. Quantities and ship dates on orders for lined caps may not be changed once liners have been installed.
- h) Orders on non-standard products are non-cancelable and non-returnable except on payment for work performed and costs incurred.

3. Standard Shipping Terms

- a) Freight WILL NOT be prepaid except on UPS shipments.
- b) Title and possession shall pass to the buyer on delivery to the carrier (FOB Unimark Plastics) whether or not freight is prepaid. Therefore, non-receipt of goods DOES NOT extend the discount period. **ANY CLAIMS SHOULD BE FILED WITH THE CARRIER.**
- c) All orders of ten (10) cases or more will be palletized on 48x40 pallets and stretch wrapped.
- d) All products are packed in standard high-test cartons with poly bags.

4. Return Goods Policy

- a) All returns must be approved in advance by Unimark and receive a return authorization number prior to being returned. Unimark reserves the right to refuse all returns without prior authorization.
- b) Approved convenience returns require a restocking charge of 20% of the original invoice price. Returned goods must be received in good condition and in their original, unopened cartons.
- c) No return authorizations will be issued for products more than one year old. Returns received which include product greater than one year old will not be credited and will not be returned to the distributor.

5. Claims and Errors

- a) Claims for shortages, parts shipped in error, defective parts, erroneous charges, or price corrections that are presented 90 days or later after the date of the invoice will not be accepted or permitted.

ALL ORDERS ARE MAKE AND SHIP
Prices are subject to change with 30 day written notice.