

Advantage Network Terms and Conditions of Sale

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1. AGREEMENT

This instrument constitutes the entire agreement between the parties, superceding all previous communications, oral or written, and no charges, amendments or additions hereto will be recognized unless in writing signed by both Seller and Buyer. Buyer's remedies are limited to remedies stated in the terms and conditions of this agreement.

2. PRICES

Prices listed in any catalog, flyer, web-site or advertising by Advantage Network are subject to change without notice.

3. SAMPLES and RETURNED GOODS

Samples of certain products are available upon request. The Buyer will be billed full suggested retail price plus shipping as if an actual purchase had been made. Samples can only be returned if the below listed process has been followed. Any sample being returned for credit must be returned within 30days unless a special arrangement has been worked out between the customer and Advantage Network.

Return Goods Procedure:

- a. Call/email Advantage Network with the description and amount of unused materials within 30 days of receipt of the goods.
- b. Advantage Network will contact the vendor and get an RA# (Return Authorization #).
- c. Advantage Network will contact the Buyer with this RA# and an address where the returned goods should be shipped. Do not send items back to the Advantage Network without permission. Any charges associated with Advantage Network sending items back to the correct vendor will be billed to the customer.
- d. Ship all packages via UPS (if using an alternate method contact Advantage Network before shipping)
 - a. Insure goods for the correct amount.
 - b. Keep the tracking number (needed if shipment is lost). Contact Advantage Network with this tracking number.
 - c. Place RA# on the outside of the box (large letters)
 - d. Place a note in the box, on the Buyers letterhead, stating that Advantage Network is the dealer
- e. Advantage Network will create and send a credit memo reflecting what items have been returned. This credit memo is "pending" until the vendor accepts all items as being in new and/or unused condition. Note: During the peak marching season it may take 4-6 weeks for the vendor to process returned items.
- f. If the vendor determines that an item(s) is not in perfect condition, they will notify Advantage Network. The Buyer will then be notified and then must decide if they want the product returned to them. Shipping costs associated with shipment will be billed to the Buyer. The original credit memo will be adjusted and/or re-billed if the credit memo has already been used against an invoice. The credit memo will be marked "final" when the vendor has approved all returned items. Make sure that shoes used for sizing are placed in the box as they were found. This includes the paper in the toe section, plastic support rods etc. If packaging materials are not in new condition a restocking charge may be added.
- g. For health considerations, clothing products that have been opened cannot be returned.
- h. The Seller is not responsible for any errors in measurement or other specifications by the Buyer. Such errors shall be the sole responsibility of the Buyer, however, should the Seller decide to make any necessary changes due to the Buyer's error it is agreed that the Buyer will be responsible for any additional charges incurred.
- i. If you have any questions concerning the return process and /or missing items, duplicate shipments, incorrect colors and sizes, lost shipments or defects in workmanship or materials please feel free to call and/or e-mail Advantage Network (klepper727@aol.com, 312-225-7287)

4. ALL SALES ARE FINAL

Other than defects in workmanship and materials, all sales are final and non-cancelable after 30 days. There will be no consideration for returns at any time on special designed or custom made items.

5. DEPOSITS

An upfront deposit may be required for certain orders. This deposit will be applied to the total invoice amount after shipping costs have been determined.

6. WARRANTY

It is expressly agreed that no representations or warranties, express or implied, including the warranty of merchantability and warranty of fitness for a particular purpose, have been made or are made by Seller except as stated herein, and Seller makes no warranty, express or implied, as to fitness for Buyer's purposes.

7. PAYMENT TERMS

School discounts have been incorporated into catalog prices. Shipping and handling charges will be added to all orders. Terms are from the date of the invoice and not the date received. A service charge of 1.5% per month will be added to any account balance over 30 days old.

8. COLLECTION

Buyer shall, in the event that affirmative action is required on the part of Advantage Network to collect the money owing, pay Advantage Network all costs of collection including reasonable attorney's fees. Illinois law shall govern this transaction. Any litigation shall occur in Cook County, Illinois, to the exclusion of courts of any other state or country.

9. REPAIRS

Buyer's exclusive remedy as to damaged or defective goods shall be limited to Seller's repair of said defects. Seller has the right to repair rather than replace.

10. CANCELLATIONS

Advantage Network must be notified in order for the cancellation process to begin. Once an order has been shipped the Buyer is responsible for any and all shipping charges from and back to the vendor (refer to #3 Samples and Returned Goods). Special designed and custom made items cannot be cancelled once the order has been put into production. If the Seller agrees to said cancellation, the Seller shall keep as liquated damages any and all deposits.

11. SHIPPING ARRIVALS

Advantage Network cannot guarantee arrivals. Once the merchandise has left the shipping point we have no control over the carrier and Return Authorizations cannot be approved due to merchandise arriving late.

12. CLAIMS

Claims for shortages, defects, and non-conforming goods, must be made by buyer in writing within thirty days of receipt of goods, and no claims made after the expiration of such period will be entertained or allowed. Buyer agrees to hold goods in question until further notice from Advantage Network. All shipping containers and packaging materials must be held until released for deposition by Advantage Network. Failure to hold shipping and packaging materials shall void any claims against Advantage Network for this shipment.

13. FREIGHT

All costs of freight, transportation, or mailing shall be the responsibility of the Buyer. In such cases as formal bid presentation, it is understood that these freight costs will be part of Advantage Networks' bid price.

Signature by Buyer or a representative of the Buyer on the delivering carrier's bill of lading shall constitute receipt of all goods. Do not sign for any goods until the proper number of boxes are accounted for, as well as noting the condition of each box received. If any shortage or damage is noticed, have it so indicated before accepting shipment.

Delivery of goods by Advantage Network to the carrier at the point of origin shall constitute delivery of goods to Buyer and, thereafter the shipment of the goods shall be at Buyer's risk. All claims and allowances for damage to goods in transit must be filed against and presented to the carrier by the Buyer. Goods sent by mail and UPS are insured at cost to Buyer.

14. SHIPPING DAMAGE

In cases where damage of merchandise has occurred due to shipping it is important that the Buyer does the following.

- a. Open all packages immediately. All shipping damage claims must be made within 10 days of delivery.
- b. Save all shipping materials. Do not throw away any cartons as an inspector must see these materials when making an assessment of the damage. Whether the damage is "visible" or "concealed", mark the bill of lading/ acceptance document as to the extent of the damage.
- c. Contact the local shipping terminal of the carrier to arrange for inspection. The carrier is responsible for all damage claims. Keep the claim number that the

16. RESTOCKING FEES

Any merchandise returned for reasons other than defects in workmanship or materials could result in the account be charged up to 20% restocking fee and additional charges as appropriate. The Buyer is responsible for the safe return, including insurance and freight cost, of any item.