

TURTLE[®]

www.turtlecase.com by Perm-A-Store

PERM-A-STORE

RESELLER TERMS AND CONDITIONS

WARRANTY Perm-A-Store (PAS) warrants its products to be free from defects in materials and workmanship for a period of ninety (90) days. If you believe a PAS product is defective, please contact PAS immediately. If it is determined that the product is defective and has not been abused or modified by the user, PAS will promptly arrange for a replacement. The defective product should be returned to PAS. This warranty is in lieu of all other warranties, expressed, implied or statutory. In no event shall PAS be liable for any incidental or consequential damages.

ORDERING PAS accepts faxed (763.230.3930) purchase orders, verbal (800.366.7535 or 763.230.3911) telephone orders or internet www.turtlecase.com. **Minimum product order requirement is \$150.00 per order (orders less than \$150.00 incur a \$5.00 service fee) plus a \$5.00 handling fee.** PAS hours of operation are 8:00 a.m. to 5:00 p.m. central standard time, Monday through Friday.

PRICING All orders are subject to acceptance by PAS at its offices in Golden Valley, Minnesota. Orders will be accepted at prices in effect at the time the order is received. PAS reserves the right to make changes in its reseller price list without notice. However, PAS will make an effort to advise its reseller's changes in prices at least 30 days prior to the effective date of change.

TERMS The first order must be paid with a credit card. Then for subsequent order PAS terms are net 30 days from invoice date. A late charge of 1-1/2% per month, an annual percentage rate of 18%, will be charged on all invoices 30 days or more past due. Exporters cash in advance. If any legal action is necessary for collection, court costs and reasonable attorney fees will be included in PAS's claim for damages.

SPECIAL ORDER ITEMS Special order items are: MAS40E, MAS80E, MAS100E, MAS100MM and any special production runs. All special order items can be exchanged if defective upon receipt. However, PAS is not liable for, nor will we exchange damaged products from poor handling or misuse. Allow six – eight weeks for delivery of special order items.

RETURNS RESTOCKING If approved by the issuance of a "Return Authorization," products may be returned to PAS for a refund, less 20% restocking charge up to 45 days from receipt of goods. Returns to PAS must be freight pre-paid. ***THERE ARE NO RETURNS ON SPECIAL ORDER ITEMS.***

FREIGHT AND SHIPPING POLICY If requested, PAS will provide freight estimates. PAS is not liable for the correctness of such estimates. All deliveries shall be F.O.B. PAS plants; and all freight costs, insurance and risk of loss, from such F.O.B. points shall be borne by the reseller or customer. A \$5.00 handling charge is added per order. If after the billing to PAS the carrier makes any adjustment to the charges; such adjustment will become the expense or credit of PAS customer. International shipments are sent freight collect.

Allow 2 business days to process order. Standard ground service takes approximately 3 – 5 business days in transit in the U.S.

Cut off time for an air shipment is 12:00 noon central standard time. PAS reserves the right to decline air shipments due to scheduling conflicts and size of orders.