

POLAR WARE TERMS OF SALE

PAYMENT TERMS -

1% 10 Days, Net 30 Days (Date of Invoice) to those qualifying for open account status. Cash discount computed from date of invoice and not from date of receipt of goods. Postmark on remittance envelope will determine if discount deduction is valid. Removal of the option to cash discount will be at our discretion if unearned discount is not cleared through pay back of charge back invoicing. A handling fee will be charged for checks that do not clear bank processing.

FREIGHT -

All priced items are F.O.B. Point of Origin however, all orders for \$1,700.00 net or above will be shipped PREPAID by POLAR WARE within the continental limits of the United States. Smaller orders will be shipped on the basis of transportation charges collect or, upon request, prepaid and added. The prepaid shipment does not include sort and segregate charges.

MINIMUM ORDER -

None

DROP SHIPMENTS -

No additional charge for drop shipments.

CASE LOT -

Merchandise ordered in case lots will expedite your shipment. No charge for broken cases ordered.

RETURN POLICY -

NO MERCHANDISE IS TO BE RETURNED WITHOUT PRIOR WRITTEN AUTHORIZATION. Contact the Polar Ware office in Kiel, Wisconsin for return authorization. The return authorization label must appear on the outside of the carton(s) being returned. Authorized returns must be prepaid and will be subject to a 25% restocking charge (\$25.00 minimum). Other than for manufacturing defects, products will only be considered for return for up to 6 months from date of invoice. All products must be returned in original cartons in full case lots for credit to be issued.

ORDER CANCELLING -

All orders canceled after shipment, please follow the Returns policy. Non-stock product orders cannot be canceled once product or raw materials are manufactured.

PRICES -

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. Orders will be accepted only with the understanding that prices will be those in effect at the time of shipment regardless of pricing shown on customers' written purchase orders.

TAXES -

Any taxes or other government charges upon production, sales and/or shipment of goods sold hereunder, now imposed by federal, state and municipal authorities, or hereinafter becoming effective, shall be added to the price herein and shall be paid by the buyer.

MATERIALS AND FINISHES -

We reserve the right to make changes at any time, without notice, in specifications and design; also to discontinue items and ship new designs.

DAMAGED OR SHORTAGE OF MERCHANDISE -

INSPECT YOUR SHIPMENT IMMEDIATELY. Notify the delivering carrier immediately of any damage. All damages, whether apparent at the time of delivery or concealed, must be reported to the delivering carrier within 48 hours. Our responsibility ceases when shipment is accepted by the carrier. No short payments will be allowed. If any goods called for on the bill of lading are short or damaged, do not accept them until the freight agent makes a damage notation on your freight bill. Thoroughly inspect the shipment as soon as received. If any concealed loss or damage is discovered, notify your freight agent at once and request an inspection. Unless you do this, the transportation companies will not entertain any claims for loss or damage. If the agent feels no inspection is deemed necessary, note whom you talked to and the date on the freight bill. We are not responsible for loss or damage when you give the transportation company a clear receipt.

ACCEPTANCE -

Receipt of our price list does not constitute an offer to sell. All orders subject to acceptance by POLAR WARE.

COST OF COLLECTION -

The buyer agrees to pay all reasonable attorneys' fees and other costs of collection.

U.S. GOVERNMENT -

POLAR WARE reserves the right to bid U.S. Government agencies direct. Our items are not warranted as complying with U.S. Government standards unless warranted IN WRITING by an officer of POLAR WARE.

TRUCKLINE SERVICE -

If services are requested you will be invoiced at the truckline rates charged to POLAR WARE. (i.e., Driver unload and sort, call for appointment services, etc.)

LIMITED WARRANTY -

All POLAR WARE restaurant ware is warranted to be free from defects in material and workmanship for a period of one year from date of purchase. In the event of an alleged defect, POLAR WARE shall determine if such goods are defective and, if so, give written authorization for their return, which shall be at the purchaser's expense. Defective goods returned to POLAR WARE in Kiel, Wisconsin or such other place as POLAR WARE shall direct, with a return authorization label on the outside of the carton, will be repaired or replaced without charge, and this shall be the purchaser's sole remedy under this warranty. The choice to repair or replace rests solely with POLAR WARE. The seller shall not be liable for any loss, damage or installation expense, including consequential damages, directly or indirectly arising from the condition or use of the goods or from any other cause.