

**PAYMENT TERMS:**

1% 10 DAYS, NET 30 DAYS D.O.I. to those qualifying for open account. 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 payment of chargeback 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 \$1,500.00 net or above will be shipped PREPAID by POLAR WARE carrier within the continental limits of the United States. Smaller orders will be shipped on the basis of transportation charges collected or, upon request, prepaid and invoiced.

**DROP SHIPMENTS:**

Drop shipping is allowed at no surcharge with a minimum order of \$50.00 net.

**MINIMUM ORDER:**

The minimum order is \$50.00 net.

**CASE LOT:**

Merchandise ordered in case lots will expedite your shipment.

**RETURNS:**

NO MERCHANDISE IS TO BE RETURNED WITHOUT 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 20% restocking charge (or \$20.00 minimum, whichever is greater). Other than for manufacturing defects, products will only be considered for return for up to 12 months from date of invoice. All product must be returned in original cartons for credit to be issued.

**ORDER CANCELLING:**

All orders cancelled after shipment follow Returns policy. Non-stock product orders cannot be cancelled 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 charge 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 shipments 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 or the transportation companies will not entertain any claim 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 attorney's 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 the POLAR WARE Company.

**TRUCKLINE SERVICE:**

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

**A WORD ABOUT OUR PLASTIC PATIENT CARE PRODUCTS:**

Along with our stainless steel products, all plastic patient care products, both reusable and disposable, are covered under the following Limited Warranty. Molded of sturdy polypropylene, POLAR WARE's autoclavable care products won't fade, crack or warp when subjected to temperatures up to 275° F or 135° C. At temperatures greater than this, damage may occur and the warranty is nullified. Also, care must be taken to avoid stacking of heavy utensils upon lighter products which can cause warpage in items packed on the bottom. These reusable plastic utensils are also EtO sterilizable.

**LIMITED WARRANTY:**

All POLAR WARE medical 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 the POLAR WARE Company 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 the POLAR WARE Company. 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.