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## TERMS AND CONDITIONS OF SALE POLICY WARRANTY POLICY

**TERMS: NET 30 DAYS:**

Invoices not paid within 30 days of the invoice date may bear a monthly delinquent charge at a rate of 1 ½% per month of the unpaid balance until paid.

**TAXES:** All prices are subject to Federal, State or Local taxes when and where applicable.

**FREIGHT:** FOB *acpo, ltd.* manufacturing plant or distribution center – no freight allowed.

**SHIPMENTS:** Title and risk of loss of all products purchased will pass to the purchaser upon deliver by *acpo, ltd.* to a common carrier.

**RETURNS:** No materials are to be returned without *acpo's* written permission.

**ACCOUNT BALANCE:** Any account having an unpaid balance more than 30 days past due may be placed on COD basis. The account cannot be placed on an open credit basis again without the approval of an authorized company official.

**LIABILITY:** *acpo, ltd.* will not be held liable for any loss, damage or delay caused by: accident, fire, strikes, civil commotion, war acts of God or any other cause beyond *acpo's* control.

**PRICING:** Products are sold price per MSI unless otherwise noted.

**WARRANTY:** Because of the variety of possible uses, the buyers should test the suitability for each intended use. *acpo, ltd.* will not be liable for damages in excess of the purchase price of products or for the incidental or consequential damages.

*acpo, ltd.* warrants the products to be free from defects in material and workmanship. Should any failure to conform to this warranty appear within one year of the initial date of shipment, *acpo* shall, upon notification thereof and substantiation that the products have been stored and applied within *acpo's* standards, correct such defects by suitable repair or replacement without charge at *acpo's* plant or at the location of the products (at *acpo's* election) provided. However, if *acpo* determines that repair or replacement is not commercially practical, *acpo* shall issue a credit in favor of the BUYER in an amount not to exceed the initial purchase price of the product from *acpo*.

Any waiver or modification of these terms must be in writing and signed by an authorized company official.

Thank you for your interest in our products.

If you have any questions, please feel free to contact us toll free at 800-793-TAPE (8273).