



Oldani Brothers, LLC dba Oster Pewter

STANDARD TERMS & CONDITIONS OF SALE

PRICES: All orders accepted by Oster Pewter will be billed at prices in effect on date of order confirmation, and all prices are subject to change without notice.

TERMS: Open account terms of Net 30, F.O.B. North Kingstown, R.I. shall be available to firms that establish and subsequently maintain credit that is acceptable to us. All initial or other orders shall be sold on a Check-in-Advance basis only. We require that all accounts file a signed and dated account information / credit form with the initial purchase. In the event payments are not received by us when due, a service charge of 2% per month will be charged and is payable on all amounts outstanding over term. Actions will be taken against the debtor to collect all amounts outstanding over (90) days, including any service charges accrued and/or collection costs incurred. All checks returned for insufficient funds shall be subject to a charge of \$20.00.

SHIPMENTS: All shipments are sent F.O.B. North Kingstown, R.I. Merchandise covered in the shipment shall be released to the carrier in good condition with full value declared. Full liability for the merchandise becomes the responsibility of the purchaser upon acceptance of the goods from us by the carrier.

CLAIMS: Any damage, whether visible or concealed upon inspection, shall be brought to the attention of the carrier and a claim for same filed with the carrier. All merchandise, packaging material, items, cartons, etc. shall be held for inspection. A written copy of all damage claims must be filed with us within (10) days or they will not be honored. Any shortage claims shall be filed with us in writing within (5) days and shall be subject to our inventory, weight, packing, and shipping records.

RETURNS: All returned merchandise must receive prior written authorization. Products returned in poor or damaged condition will be subject to fees or charges based on damage appraisal by us.

PRODUCT: All Oster Pewter products are made from the highest quality, low-lead materials that meet or exceed the standards set forth by A.S.T.M. designation B560-72.

WARRANTY: Oster Pewter™ is warranted to be free of manufacturing defects. Repair, replacement, credit or refund for such will be made at our option if notification is received by us within (10) days of receipt and items are returned to us in otherwise good condition. This warranty does not apply to or cover defects due to mishandling, use, misuse, abuse, accident, or other causes beyond our control. We do not imply or warrant that Oster Pewter™ is suitable for any specific use or service.