



SUMMIT RESOURCE INTERNATIONAL

2310 University Way, Suite 3-1 | Bozeman, MT 59715  
Ph 406.922.1100 | Fx 406.922.1101

## **Terms & Conditions**

The following terms and conditions (the “Terms and Conditions”) shall constitute the agreement (the “Agreement”) between Summit Resource International, (“SRI,” “Seller” or us) and Purchaser (you or “Purchaser”) with respect to the sale of products by Seller to Purchaser. This Agreement incorporates the product type, quantity and shipment date terms set forth in your purchase order, when accepted by SRI. All other terms set forth in the purchase order, including but not limited to, terms related to express or implied warranties, are superseded and replaced by the Terms and Conditions. In the event of any conflict between the terms contained in your purchase order and these Terms and Conditions, the Terms and Conditions shall control. Prices, product details, product specifications, terms & conditions are subject to change without notice.

### **Purchaser Responsibility**

SRI sells to qualified resellers only. The Purchaser is responsible for ensuring that the purchased product is marketed and displayed in approved manners only as described in the Cat Apparel Workwear Catalog.

### **Order Minimums**

Opening orders require a minimum of \$500.

EDI and drop ship orders may be subject to additional fees.

### **Shipping:**

Shipment delivery will vary based on the shipping method chosen. Most orders are delivered within three (3) to five (5) business days of being shipped, unless specified otherwise.

If no shipping instructions are supplied, we will use our discretion to ship via the best and most economical way. Please advise our Customer Service Representative of your preferred carrier.

### **Delivery & Acceptance**

Title and risk of loss shall pass to Purchaser at the time of shipment from F.O.B. point. SRI will provide the items as detailed on the product invoice. The items shall be deemed accepted by the Purchaser when they have been physically delivered for five (5) days. The Purchaser shall inspect the items immediately upon delivery, and shall notify Customer Service Department immediately of all defects, receipt of incorrect items and/or short ships within five (5) business days of delivery. Purchaser shall immediately file claims with the carrier when there is evidence of shipping damage.

### **Return Policy**

All sales from SRI are final with the exception of defects in materials or workmanship.

### **Return Material Authorization (R.M.A.) Request Process**

Purchasers wishing to request to return defective products must obtain a return authorization. Please contact the Customer Service Department to obtain this form.

An approved R.M.A. is valid for thirty (30) days, after which the returned product will not be accepted.

After the returned product is received and the R.M.A. has been approved, please allow up to thirty (30) business days from the date of receipt of the returned product for processing of the credit or refund.

### **Payment Terms**

SRI offers the following payment options: COD – Cashier’s Check or Company Check (on approval), VISA, MasterCard, American Express, Discover, ACH or Wire Transfer. Net payment terms are available on approved credit. SRI reserves the right to preauthorize credit cards. To pay by company check, or net terms, you must submit a credit application. Credit applications are available by calling the SRI Credit Department. Credit applications can usually be processed in two business days. Relatively new businesses may require longer.

Invoices are sent after an order ships. Invoices are payable within the terms established for the Purchaser at the time of invoice creation. Any invoice still due one day after the stated terms is considered past due. A 1.5% per month service charge will be added to all past due invoices. No additional credit will be extended to past due accounts unless satisfactory arrangements are made with the credit department. If a credit card is on file for a Purchaser, credit card payments will be processed within two (2) business days of shipment.

Collection efforts shall begin on all outstanding invoices extending beyond payment terms established for your account. A minimum of three (3) contacts or billings requesting payment will be sent at 30-day intervals once an account becomes past due. An account becomes past due based on the terms of your account. If collection efforts by SRI have failed to produce payment, an account is then classified as defaulted. Any defaulted receivable shall be referred to a collection agency within a reasonable time after the final collection letter. Purchaser will be responsible for all fees related to collection efforts.

### **Allocations & Release**

All allocations to bulk orders are at SRI’s discretion and may be released by SRI at any time at its discretion, without notice, prior to receipt of a firm purchase order against the allocation.

### **Intellectual Property:**

Purchaser shall not use Seller’s intellectual property, whether tangible or intangible, including, but not limited to, Seller’s designs, descriptions, illustrations, artwork, photographs, layouts, trademarks or trade names (“Intellectual Property”), without Seller’s prior written approval. No license or right to use Seller’s Intellectual Property is implied or granted herein.

**Disclaimer:**

Seller has not made and does not make, nor shall seller be deemed to have made or given, and hereby expressly disclaims, any warranty, guaranty or representation, express or implied, including, but not limited to, merchandise design, value condition, quality, durability, suitability, merchantability, fitness for a particular purpose, non-infringement of any intellectual property right of any third party, or express or implied warranties as to quality or correspondence with prior description or sample. If merchandise is purchased by way of a purchase order or similar document, that document is deemed to include this disclaimer of express and implied warranties, regardless of whether the purchase order or document is silent or contrary to this disclaimer. Purchaser shall examine merchandise upon receipt for acceptability.

**Indemnification:**

Purchaser shall indemnify, defend and hold seller harmless from and against all actual or alleged liability, loss, damage, cost and expense, including actual attorney's fees and court costs, to third parties resulting from Purchaser's breach of this agreement, or from the use of merchandise while such merchandise is in Purchaser's or Purchaser's end-user's, possession or control. In addition, Purchaser agrees to defend, indemnify and hold seller harmless from any and all liability, loss, damage, cost and expense, including actual attorney's fees and court costs, which seller may suffer or incur arising from Purchaser's resale of merchandise, Purchaser's or end-user's labels, packaging, specifications, sale or use of merchandise, including but not limited to, actual or alleged patent, trademark or copyright infringement.

**Limitation of Liability:**

Seller's maximum liability for any breach of this Agreement, or any other claim related to the merchandise, shall be limited to the price of the merchandise or portion thereof sold to Purchaser hereunder. In no event shall seller be liable for any consequential, incidental, special or punitive damages, including but not limited to any damages for lost profits or business opportunities or damage to reputation.

**Entire Agreement/Amendments/Assignment:**

Any other previous oral or written communications, representations, agreements or understanding between the Seller and Purchaser are no longer of any force and effect; this Agreement supersedes and replaces all prior agreements between Seller and Purchaser, and constitutes the entire agreement and understanding between the parties, concerning the sale and purchase of merchandise. This Agreement shall not be modified or amended orally, or by any course of dealing or trade usage, but only in writing executed by both parties, and shall not be assigned by Purchaser without the express written consent of Seller. The terms and conditions of this Agreement shall be binding upon each party's successors and assigns, as applicable. Seller may, without the consent of Purchaser, assign its rights hereunder, including its rights to collect and receive payment of amounts due hereunder.

**Governing Jurisdiction:**

This agreement shall be governed by and construed in accordance with the State Laws of Montana and shall be deemed entered into at Seller's place of business. The Parties hereto and hereby consent to the adjudication of any controversy arising under the contract by the Courts of the State of Montana located in Gallatin County, Montana.

**Force Majeure:**

If Seller's ability to deliver merchandise is impaired due to circumstances beyond Seller's reasonable control, including but not limited to fire, flood, government action, acts of God, wars, insurrections perils of the sea, accidents, labor disputes or shortages, or inability to obtain from its usual sources raw material, materials, (including energy), finished goods, equipment, or transportation, Seller shall be excused without liability from making delivery to the extent of such impairments. If Seller's ability to deliver a product is reduced due to such circumstances, Seller may reduce the contract quantity upon notice to Purchaser.

**Purchaser Guarantee**

In consideration of SRI extending credit, the Purchaser, as the undersigned party, do hereby agree to be liable for payment on all goods, wares and merchandise supplied to the Purchaser and/or other parties with authority to charge to the Purchaser's account.

If Purchaser fails to comply with the terms of this agreement, it agrees to pay all costs associated with its default and/or breach, including but not limited to reasonable attorney fees, court costs, and finance charges. The Purchaser authorizes SRI to investigate its credit history, bank references and any information deemed necessary to extend credit. The Purchaser agrees to (i) immediately notify SRI in writing, delivered in person or by certified mail return receipt requested, of any change in ownership, form of business, or address, or the termination of a person's authority to incur charges under the account on behalf of the applicant; and (ii) indemnify SRI for any loss of incurred thereby as a result of our failure to provide said written notice. This agreement shall remain in full force and effect until written notice of revocation is received by SRI. The Purchaser authorizes SRI to process the credit card dictated supra for any account balances overdue by sixty (60) days.

Purchaser further understands that any claim for adjustment for refund or replacement of damaged or defective items, shall not be reason or cause to delay payment of purchase price in full, less the SRI's invoice value of pending replacement items. Upon receipt of replacement or replacement of warranty items, Purchaser agrees to remit the remaining balance to SRI in full, within ten (10) days.

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date