

Standard Terms and Conditions of Sale

1. Acceptance: All orders are received by Columbine Label Company Inc. (Columbine) on and subject to the following terms and conditions, which terms and conditions may not be varied or added to except in writing, signed by Columbine's authorized representative. Any terms in Purchaser's order or confirmation which are inconsistent herewith shall not be binding upon Columbine.
2. Terms: All orders will be accepted at time of shipping and invoicing and will be unless previously quoted by Columbine at a fair fixed price, billed at Columbine's standard price prevailing at the time of shipment of the goods. The terms of payment will be set forth on the face of the invoice. Purchaser authorizes Columbine to run credit check on the Purchaser.
3. Freight: All shipments are F.O.B. from Columbine's place of business in Centennial, Colorado, unless otherwise agreed upon in writing. All risks of loss or damage to the goods shall pass to the Purchaser upon delivery of the goods to a common carrier, whether sold with freight allowed or otherwise.
4. Taxes: All sales, excise or similar taxes which Columbine may be required to pay or collect with respect to the goods covered by an order shall be paid by Purchaser, except as otherwise provided by law.
5. Excuse: Columbine shall not be liable for failure to perform an order by reason of strikes, fires, floods, unavoidable accidents, wars, delays in transportation, acts of God, or other cases beyond its reasonable control.
6. Warranty and Exclusion of warranties: All Columbine products are created using material manufactured by other parties, therefore Columbine does not warrant the product other than those aspects Columbine worked upon or actually created. Published material and information concerning Columbine's products are based upon third party research which Columbine believes to be reliable, but such material and information does not constitute a warranty. Because of the variety of possible uses for Columbine's products, and the continuing development of new uses, the Purchaser is solely responsible for the fitness and performance of the product for each intended use and the purchaser assumes all risk in connection with such use. Columbine Label shall not be liable for damages in excess of the purchase price of the products, nor liable for incidental or consequential damages.
7. All goods are produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
8. Claims: Purchaser shall give written notice to Columbine of any claim or breach of warranty within thirty (30) days after receipt of the goods, if the breach or defect in goods was or should have been discovered upon inspection of the goods; and Purchaser shall give written notice to the Columbine of any other claim for breach of warranty within ninety (90) days after it discovers or should have discovered such breach. Any remedy of the Purchaser against Columbine shall be barred unless notice is given in accordance with the foregoing provision. All actions by the Purchaser for breach of warranty against Columbine Label shall be brought within one year after the cause of action thereof accrues.

The liability of Columbine for breach of warranty shall be limited solely to either of the following, solely at Columbine's option: the replacement of the goods or the Purchaser's return of the goods delivered and Columbine's repayment of the purchase price to Purchaser; such remedy shall be the exclusive and sole remedy of the Purchaser against Columbine Label. Columbine Label shall not be liable for any consequential or incidental damages suffered by Purchaser as a result of any breach of warranty.
9. Returned Merchandise will not be accepted unless authorized in writing by Columbine and accompanied by a material return authorization signed by Columbine. Columbine may charge a restocking fee of ten (10%) percent of purchase price on any returned merchandise.
10. Litigation: In the event that suit is brought against Purchaser for copyright or patent infringement by reason of its use of any of the goods sold hereunder, Purchaser shall give notice in writing to Columbine of such suit within ten (10) days after the service upon the Purchaser of notice of such action. Purchaser agrees to hold Columbine harmless for all costs and attorney's fees in the event of such litigation. If Purchaser brings any lawsuit against Columbine for any reason, Purchaser agrees the sole venue will be the District Court of Arapahoe County Colorado, and that Colorado Law will control said dispute.
11. All past due amounts shall bear interest at 1 ½ per month (18% per annum). In the event any past due amount is referred to a third party for collection or an attorney, Purchaser agrees to pay all costs of collection, plus reasonable attorney's fees. Any payments received will first be applied to accrued charges and interest, and then to principal. A fee of \$25 is charged on any NSF checks.
12. Applicable Law: This agreement shall be governed by and construed under the laws of the State of Colorado.
13. The artwork, plates, negatives, dies and tooling prepared for a customer by Columbine are the property of Columbine unless via special written agreement signed by Columbine.
14. Entire Agreement: This agreement contains the entire agreement between Purchaser and Columbine Label and shall not be varied or added to except by a further written agreement signed by Columbine Label's duly authorized agent.

Purchasers Business Name: _____

Signature: _____ Title: _____ Date: _____