



Terms and Conditions

The following terms and conditions control all aspects of the Order Agreement between Customer and Supplier

ORDER AND APPROVAL PROCESS:

All orders and order changes must be submitted in writing and will be acknowledged by the Manufacturer with a new or revised Order Confirmation. It is the customer's responsibility to review, approve and return the Order Confirmation in a timely manner. Manufacturer will not be responsible for errors resulting from verbal instructions and the Customer agrees to pay for all production that occurs according to the last written Order Confirmation

PAYMENT TERMS:

Pre payment is required on *all* purchases and is processed at the time the order goes into production. We accept payment via wire transfer, check, Visa or MasterCard. 30 day terms may be established after a period of 6 months existing business and approval of credit references.

RUSH CHARGES:

Rush charges will apply if the time between your ship date and the date that both your Order Agreement and Logo Proof are returned fully completed to the Manufacturer is less than ten business days. Please be aware that it may take up to 2 business days to complete your logo proof, so please factor this into your time line when ordering. Fees: \$50.00 rush fee or 10%, whichever is greater

ORDER OVERRUNS:

The industry standard for order overruns is +5%/-5%. However, MemoACT ships *exact* quantities ordered on purchase order, unless otherwise indicated on PO.

SHIPPING/TRANSIT TIMES AND LATE DELIVERIES:

We ship all orders via UPS unless otherwise requested or indicated. A \$15.00 surcharge is applicable if other carrier is requested, i.e. Fedex. Your order will be shipped to arrive at your Ship To destination within normal estimated transit times published by the common carrier used for your order. **TRANSIT TIMES ARE ESTIMATES AND DO NOT GUARANTEE THAT DELIVERY WILL OCCUR BY ANY SPECIFIC DATE!** If you have a specific deadline, we can arrange guaranteed delivery at an additional cost. Neither the manufacturer nor the carrier can be held liable for delays in transit times unless you contract for guaranteed service.

SHIPPING DAMAGE:

All received shipments should be visually examined to determine if any damage to the packaging has occurred during shipment. If any signs of damage or mishandling are detected, please note this next to your signature on the courier's document. Take pictures adequately documenting the alleged damage. Then contact your MemoACT sales person to report the damage, so we may file a claim and arrange for replacement of damaged items. Note: Do not discard the shipping/packaging materials.

PARTIAL SHIPMENT:

If your invoice or packing list indicates that an item(s) was back ordered, it will typically ship out within a few days unless you have been otherwise informed.

MISSING ITEMS:

If it is determined that certain items on your order are missing and have not been back ordered (as shown on invoice or packing list), contact your MemoACT sales rep immediately (within 3 days of receipt of the items). Claims for defects, damages, or shortages must be made by the client in writing no later than 72 hours after delivery. If no such claim is made, Memoact and the client will understand that the job has been accepted and that Memoact's performance has fully satisfied all terms, conditions and specifications.

RETURNS:

Due to the custom nature of our printed products, all sales are final. If you have ordered a product that has not been imprinted with a custom imprint, all returns are subject to a 15% restocking fee.

CANCELLATIONS:

Order cancellations must be received in writing. Verbal cancellations are not accepted. Customer is responsible for any and all costs incurred up to the cancellation date, or subject to a restocking fee. * Once the restocking fee has been determined a credit will be issued within 30 days.

ADVERTISING PRODUCTS:

MemoACT reserves the right to feature any product in its advertising or promotional material, unless otherwise specified by the customer in writing.

*Restocking fees will be assessed on a per job basis according to quantities, invested production time and materials.

Updated 4/19/2011