

How to Order

Fax or send purchase orders to:
Safe Reflections Inc.
3220 GRANADA AVE N STE 100
SAINT PAUL MN 55128 - 3550
(651) 770-0273 Fax

Terms of Sale

New customers: initial order is prepaid by

- Check (drawn on U.S. bank)
- Credit Card (AMEX, MasterCard, Visa)
- Wire Transfer

Subsequent orders can qualify for Net 30 terms upon credit approval.

Shipping & Delivery

- Prices do not include freight.
- UPS C.O.D. fee is \$ 6.50
- Airfreight is available at an additional charge.

Return Merchandise Policy

- Return Merchandise Authorizations (RMA) are required for all returns and warranty issues.
- Return requests must be received within 14 days of invoice date.
- Orders for custom designs cannot be cancelled or returned for credit.
- Returns are subject to Safe Reflections approval, only stock products may be returned for credit.
- Shipment must have our RMA number on package otherwise shipment will be refused.
- All returns are subject to 25% re-stocking charge.
- A credit will be issued only after inspection of returned goods.
- Return Merchandise Authorizations are void 30 days from the date issued.

Minimum Order

The minimum acceptable order dollar volume is

- \$250.00 for custom products
- \$150.00 for stock products
- Each order must be a single shipment to a single destination.

Pricing

- Contact your Safe Reflections sales representative to request price quotations.
- 3M Scotchlite Reflective roll goods are sold in full case quantities only.
- Prices are subject to change without notice.

Lamination

- Customers are responsible for up to 5% spoilage per order for garments laminated by Safe Reflections.
- Safe Reflections does not warrant adhesive properties of reflective transfers beyond 6 months of unapplied transfers from date of shipment. Warranty for transfer adhesion and appearance applies only if fabric is tested by Safe Reflections.
- Safe Reflections is not responsible for goods damaged during the lamination process completed outside of the Safe Reflections facility.
- A detailed pack slip indicating purchase order number should accompany all incoming garments to Safe Reflections.
- A description of the garments and quantity of garments should accompany order (if description is not included with order and the wrong garments are shipped, Safe Reflections will not be liable for laminating the wrong garments or incur the cost of the transfers).
- Overprinting may occur on large job. The customer will pay the overage on printing.
- Transfers will be billed if garments do not arrive within 45 days of order. Laminating services will then be billed separately when garments arrive.
- If more garments than indicated on original purchase order are sent, a minimum charge of \$250 will apply to print the extra transfers. If less garments are shipped, the remaining transfers will be billed and shipped.

3220 GRANADA AVE N STE 100, SAINT PAUL MN 55128-3550
T. 651.773.8199 F. 651.770.0273 1.800.773.8199
<http://www.safereflections.com>

TERMS OF SALE

1. **DEFINITIONS.** "Seller" is Safe Reflections, Inc. "Buyer" is the addressee of the Quotation printed and typed on the reverse side hereof. Seller and Buyer are sometimes hereinafter referred to collectively as the "Parties." "Goods" as used herein are the goods described as such in the quotation.
 2. **OFFER & ACCEPTANCE.** The Quotation, any additional pages which are attached hereto by Seller as a part of the Quotation and these Terms of Sale (collectively the "Contract Terms"), constitutes an offer by Seller which may only be accepted by Buyer on the exact terms set forth herein, and supersedes all prior oral or written statements or documented made with respect to the subject matter hereof. This offer shall remain open to Buyer for acceptance under these Contract Terms for Thirty (30) days after the date of the Quotation. Thereafter, Seller can modify or cancel the offer at any time and without notice to buyer.
 3. **MODIFICATION.** There shall be no modification or waiver of the Contract Terms except by a writing signed by both of the Parties. However, if any modification is made in the Contract Terms, whether authorized or unauthorized, then Seller may make reasonable adjustments in the sales price and in the time of performance without Buyer's consent and in such case, Seller does so without prejudice and with an explicit reservation of its rights under this Contract and under the law.
 4. **RETURNS.** Buyer must inspect products shipped and notify Seller within 14 days of receipt of product which does not conform with Buyer's order. Buyer must obtain a return merchandise authorization (RMA) number from Seller prior to making any returns. No returns will be accepted by Seller on products that are custom designed for Buyer. All returns are subject to a 25% restocking charge.
 5. **CONFIDENTIALITY.** Buyer must keep confidential the designs, drawings, engineering data, formula, specifications, or any other technical or proprietary information furnished by Seller to Buyer and Buyer may use such disclosures only for the purposes of ordering and using Goods from the Buyer and for no other purpose, without Seller's prior written consent. Buyer acknowledges that the Goods sold pursuant to these Contract Terms may be covered by one or more U.S. and/or foreign patents.
 6. **DELIVERY.** All delivery dates stated by Seller are approximate dates only and estimated in good faith. Partial shipments may be made by Seller. Seller shall not be liable for delays or failures in delivery or in its performance or failure to manufacture or deliver, due to the following causes: (1) causes beyond Seller's reasonable control, including, but not limited to Acts of God, acts of Buyer, acts of civil or military authority, inclement weather, fires, strikes, or other labor disputes, war embargo, riot, delays in transportation or car shortages, accident, breakdowns, sabotage, or (2) inability or delay of Seller to obtain necessary labor, materials, power supply, components, manufacturing facilities or transportation. Upon the occurrence of any of the above-mentioned delays or failures, Seller shall have the right to extend the period of its performance for a period at least equal to the time lost by reason of delay. Seller accepts no liability for any loss, damage or inconvenience resulting from any failure or delay in delivery however caused, nor shall such delay entitle Buyer to cancel or repudiate this Contract.
 7. **LIMITED WARRANTIES.** Seller warrants to Buyer that the reflective products, except that part manufactured by others, will be free from defects in materials or workmanship as long as the goods are used in accordance with all of Seller's instructions as to use, care, and application. Seller's Limited Warranty is contingent upon Seller's receipt of written notice from Buyer of a claimed defect setting forth the facts thereof. Such written notice must be received by Seller within fourteen (14) days after Buyer discovers the alleged defects. Seller's liability under this Limited Warranty is limited to furnishing labor and materials at Seller's plant required for replacing products thereof which Seller at its own discretion determines to be defective. Seller accepts no responsibility for any damage or defect which shall occur during or as a result of transit or as a result of climatic conditions. Buyer must pay all costs for packing and shipping of defective products to Seller's plant. Any replacement product shall be shipped to Buyer F.O.B. Seller's plant. Seller does not warrant adhesive properties of reflective transfers beyond six months of unapplied transfers from date of shipment. The above-mentioned warranties shall not apply and the Buyer shall not be entitled to any benefit thereunder in any of the following circumstances:
 - (i) if any of the purchased product shall be materially modified after delivery or shall be used otherwise than in the manner described or recommended by Seller; or
 - (ii) if any products have been sold by Seller for use within a prescribed period and such period shall have expired prior to the date of any complaint made hereunder;
 - (iii) if Buyer changes substrate material which reflective product is to be applied. Buyer assumes responsibility to test samples on materials which Seller's product is to be attached;
 - (iv) if Buyer negligently performs the application process of Seller's product;
 - (v) Warranty for transfer adhesion applies only if fabric is tested by Safe Reflections.
- THE LIMITED WARRANTY IN THIS SECTION 7 SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT (FOB SHIPPING POINT) BY SELLER OF ANY NONCONFORMING GOODS FOR WHICH A CLAIM IS PROPERLY MADE BY BUYER, OR TO THE REPAYMENT OF THE PORTION OF THE PURCHASE PRICE PAID BY BUYER ATTRIBUTABLE TO THE NONCONFORMING ITEM(S). SELLER WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY OTHER DAMAGES, EITHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES. SELLER'S LIABILITY TO BUYER UNDER, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER REASON, SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS PROVIDED HEREUNDER.**
8. **INFRINGEMENT DEFENSE & INDEMNITIES.** Buyer agrees to defend at its own expense, all suits and claims against Seller for an alleged violation for infringement of any patent, trademark, copyright or any other proprietary or intellectual property right in any way arising from the Goods or other items provided hereunder that were prepared by Seller in accordance with Buyer's specifications, drawings or other instructions. Buyer agrees to indemnify and hold Seller harmless from loss, damage or expense of any kind whatsoever, including costs and attorneys fees, arising from such alleged violations or infringements.
 9. **TERMINATION.** Seller has the right to forthwith terminate the Contract in the event of the happening of any of the following: the insolvency of Buyer, the filing of a voluntary petition to have the Buyer declared bankrupt; any material adverse change in the financial condition of Buyer; the appointment of a receiver or trustee for Buyer provided such appointment is not vacated within thirty (30) days from the date of appointment; or the execution by Buyer of an assignment for the benefit of creditors.
 10. **USE AND SAFETY.** Unless otherwise stated in quotation, Seller makes no representations or warranties that the Goods provided hereunder comply with any requirements that may be imposed on such by federal, state or local laws or industrial codes.
 11. **PAYMENTS.** Payments due from Buyer as listed on the Quotation shall be paid in full within 30 days after the date of the invoice, unless otherwise agreed to by the Parties in writing. SELLER RESERVES THE RIGHT AFTER 30 DAYS TO ASSESS A MONTHLY CARRYING CHARGE OF ONE AND ONE-HALF PERCENT (1 1/2%) ON THE UNPAID BALANCE, PAYABLE MONTHLY, UNLESS OTHERWISE PROHIBITED BY LAW.
 12. **MATCHING.** Seller will make every reasonable effort to match design or color requirements, but makes no warranties, either express or implied with respect to color or color requirements of Buyer and hereby expressly disclaims liability and responsibility for loss or damage in the event of failure to achieve accurate matching or designs or color requirements to Buyer's samples or specifications.
 13. **F.O.B.** Unless otherwise specifically specified by Seller, all prices quoted are freight on board (F.O.B.), Seller's plant, St. Paul, Minnesota.
 14. **QUANTITIES.** Seller reserves the right to supply Buyer with a quantity tolerance of ten (10%) percent less or in excess of the total quantity ordered by Buyer and the prices shall be adjusted on a prorata basis according to the total quantity shipped.
 15. **CANCELLATION BY BUYER.** Once accepted by Seller, the Contract is not subject to cancellation by Buyer except where Buyer gives reasonable written notice to Seller to stop work within 1 to 3 days of receiving order acknowledgement and Buyer, along with said notice, agrees to pay for all work in progress and any raw materials used (or for which commitments have been made by Seller) in connection with the order, plus all costs and expenses otherwise incurred by Seller computed in accordance with Seller's general accounting practices, plus a cancellation charge of 30% of the initial quoted charge.
 16. **GOVERNING LAW.** This Contract is entered into in St. Paul, Minnesota and the law of the State of Minnesota shall in all respect govern the validity, interpretation and enforcement of the Contract and of the rights, duties and interests of the Parties.
 17. **ARBITRATION.** Any controversy or claim arising out of, or relating to, the Contract or the breach thereof, shall be settled by arbitration in Ramsey County, Minnesota, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

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