

## TERMS & CONDITIONS OF SALE

**GENERAL:** Positively no claims for shortages allowed unless notification of same is given in writing within 24 hours after receipt of goods; otherwise, all such objections are deemed waived and the account will become stated. Cinderella represents that with respect to the production of the articles and/or the performance of the services covered by this invoice it has fully complied with Section 12(a) of the Fair Labor Standards Act of 1938, as amended. Possession of Cinderella's price list and/or catalog does not constitute authorization to purchase products at wholesale from Cinderella. Prices, product, availability, and conditions of sale are each subject to change without notice. Every precaution is taken to eliminate catalog errors and to describe merchandise accurately. Should an error be found in description or price, Cinderella reserves the right to make corrections. Oral statements and quotes of sales personnel are not binding until approved in writing by an officer of Cinderella.

**TERMS:** 2% 15 days from date shipped or as noted on the face of the invoice. Invoices not paid in accordance with terms are subject to a time-price differential of 1-1/2% per month or 18% per year. Customers with an account balance sixty days or older may be sold on a C.O.D. basis only plus an amount added to subsequent orders to reduce the account balance, until the account is current. Customers shall be responsible for payment of all attorneys' fees and costs of collection incurred by Cinderella in collecting overdue accounts.

**CASH OR CERTIFIED CHECK ONLY:** Payments for orders shipped via UPS or common carrier will be paid for in cash until such time as Cinderella has received a completed Customer Information Survey or Credit Application. Cinderella will accept advance payment by Visa or Master Card in lieu of cash.

**BILLING MINIMUM:** Minimum invoice billing amount is \$15.00 with a minimum regular route delivery of \$250.00 per stop excluding any case deposits. When an invoice totals less than \$15.00, excluding freight and taxes, Cinderella reserves the right to impose a billing charge of at least \$3.00 to such invoice. Invoices shipped out U.P.S., which are less than \$15.00, may go C.O.D. without the \$3.00 charge added. A handling charge will be applied to all specially dispatched shipments.

**CHECKS:** A fee of at least \$30.00 will be assessed each time a check is returned unpaid by your bank. Checks marked "payment in full" are invalid unless sent pursuant to a specific written agreement. Otherwise, checks marked "payment in full" will be presumed to have been tendered in bad faith and will not be accepted as full settlement on an account.

**SHIPMENTS:** All shipments are F.O.B. Cinderella's facility unless delivered by our route trucks. Large items such as in-ground steel pool kits and spas will require help unloading from route trucks. Route truck schedule is in effect from approximately April until October. Route truck orders must be placed by 5:00 p.m. **2 days prior** to delivery day. On U.P.S. shipments the shipping charges are added to the invoice; common carrier shipments will go freight collect.

**SPECIAL ORDERS:** All special order items are considered YOUR property at the time the order is placed with Cinderella. **Special orders must be placed in writing.** If an order must be cancelled, we will attempt to cancel with the manufacturer. If it is too late to cancel your order, the item(s) will remain your property. Customers are responsible for freight and handling charges associated with special orders.

**RETURNS:** All returns including warranty and repair returns must be accompanied by a Return Goods Authorization (RGA). Drivers are not allowed to pick up returns without proper paperwork. The RGA number must be affixed to those items being returned. **Your credits may be delayed or lost if you do not adhere to proper procedures.**

### **RG A PROCEDURES:**

- A. For an RGA to be issued, please **FAX** to Cinderella a completed "**RG A REQUEST FORM**"
- B. Once an RGA is issued, merchandise should be handled as follows:
  1. pack in original container;
  2. be sure the contents of the package are shown (for example: manufacturer, model, size, etc.);
  3. protect the merchandise to avoid any possible damage during shipment; and
  4. obtain RGA receipt from our representative upon releasing it to Cinderella's possession.
- C. Conditions affecting returned goods:
  1. credit for the authorized return of new merchandise is available only if returned within 30 days of purchase;
  2. a restocking/handling charge may be applicable on the return of merchandise; and
  3. special order merchandise is not returnable (see Special Orders above).

**CHLORINE CASES & BOTTLES:** Non-Funshine chlorine cases and bottles are not returnable to Cinderella. Bottles must be either in original cases or boxed. Credits will be issued only on reusable cases and bottles after our inspection and count.

**WARRANTIES:** Cinderella warrants its products to be new and covered by any applicable manufacturer's warranty against defects in materials and workmanship under normal use and service for which the products were designed. Manufacturers' warranties generally provide for repair or replacement of defective products without charge within a limited warranty period. Cinderella warrants that it has delivered copies of all available manufacturers' warranties to the buyer and if any product is defective under those warranties, it will promptly investigate and submit a warranty claim to the product manufacturer on buyer's behalf. Cinderella does not itself warrant the quality of products manufactured by others; those products are sold "AS IS."

**LIMITED LIABILITY: IN NO EVENT SHALL CINDERELLA BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM ITS PRODUCTS, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR DAMAGES RESULTING FROM LOSS OF USE OR PROFITS, OR BUSINESS INTERRUPTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CINDERELLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**NEGOTIATION OF WARRANTY: CINDERELLA HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT ITS RECOURSE FOR DEFECTS AND COMPONENTS NOT MANUFACTURED BY CINDERELLA SHALL BE UNDER THE MANUFACTURER'S WARRANTY, IF ANY IS IN EXISTENCE, AND THAT CINDERELLA MAKES NO REPRESENTATION AS TO THE EXISTENCE OR DURATION OF ANY SUCH MANUFACTURER'S WARRANTY. CUSTOMER ACKNOWLEDGES THAT ANY RECOMMENDATIONS OR TECHNICAL ADVISE FURNISHED BY CINDERELLA OR ITS REPRESENTATIVES CONCERNING THE USE OF APPLICATION OF THE PRODUCTS IS BELIEVED TO BE RELIABLE, BUT CINDERELLA MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION OR THE RESULTS EXPECTED TO BE OBTAINED.**