

Terms & Conditions effective August 1, 2017



1585 Greenleaf Ave
Elk Grove Village IL 60007
Phone 847-437-0087

Terms: Terms of NET 30 days are strictly enforced. All shipments will be terminated on overdue accounts. No discount will be allowed on shipping or freight costs. If legal action should become necessary for the purpose of collecting over due accounts, the consignee shall be responsible for all such costs incurred.

Pricing: All orders are subject to prices and terms of sale in effect on the date of shipment and such prices and terms are **subject to change without prior notice to Purchaser**. Price changes on invoices at the time of payment will not be accepted without authorization. Unauthorized changes will remain an open balance on your account which may result in overdue status and termination of shipments.

Shipping Charges & Dates: Shipping charges are FOB Elk Grove Village, Illinois, USA. All shipping charges as pertaining to UPS, FedEx Ground, Parcel Post or common carrier/truck will be added to the invoice. Special handling charges (Hazardous Material Surcharge, Red or Blue Label, Federal Express etc.) are the sole responsibility of the buyer. Shipping dates furnished by Lehman, Inc. are approximate and shall not be deemed to be fixed or guaranteed.

Minimum Order: \$25.00 net billing. A service charge to bring the total amount billed to the minimum will be added to each invoice which does not meet this minimum. Certain items are available for purchase in case quantity only. Orders will automatically be adjusted to the next highest case lot quantity should it fall below minimum requirements.

Drop Shipments: A \$2.25 fee will be charged per shipment to orders shipped direct to your customer.

Lehman's Freight Program:

Effective August 1, 2017 single orders in excess of \$3,000.00 net billing **may be** eligible for this program with the following exceptions detailed below:

- Non-stock and Special Order Items may be included in an order to attain the \$3,000 level required for the Freight Program. However, **charges exceeding 10% of total net billing** or any extraneous shipping charge associated with delivery of these items, including, but not limited to, liftgate required, inside or residential delivery, delivery by appointment, C.O.D. fees, etc., **are not included and do not qualify** for the freight program and any/all of those **charges are the responsibility of the buyer**. If you have any questions about these special charges, please contact us.
- Orders for **30- or 55-Gallon Drums** are excluded from the freight program.
- Orders which include **Berry Plastics (formerly Fiberweb)** products in excess of 20% of the total net invoice are **excluded** from the Freight Program.
- For orders meeting all freight program requirements that ship via UPS or FedEx Ground, LEHMAN will pay the actual shipping charges but the **buyer will be responsible for any HAZMAT charges incurred**.

Returns: Only returns requested by Purchaser and approved by Lehman, Inc. with a return authorization number (RA) will be permitted. Goods returned for any reason other than warranty claim will be subject to a restocking charge. All goods returned for credit must be in original, resalable condition. Used, altered, repackaged or damaged due to inadequate packaging for return will receive no credit. Special cut and special order goods may not be cancelled or returned. Under no circumstances will goods be accepted for return after 90 days from date of shipment.

Shortage or Damage: Claims for errors or shortages must be made within two (2) working days of receipt of goods. Failure to make any such claim within two (2) days of receipt of shipment shall constitute acceptance of the goods and waiver of any and all claims with respect to such shipment. Damage claims must be made with the delivering transportation agent, including UPS or FedEx Ground, by consignee. The transportation company is responsible for delivery of goods. Once the merchandise has left our facility, it becomes the responsibility of the carrier.

Warranty: Lehman, Inc. will replace products proven to be defective in manufacturing, packaging or labeling within the manufacturer's established guidelines. Each product is sold without warranty as pertains to merchantability, fitness for a particular purpose, or any unspecified situation, expressed or implied, or other liability of any kind. The liability of Lehman Inc. shall in no case or situation exceed the wholesale cost of the product or products involved.

Summary Statement: The information contained in this statement of policy proclaimed by Lehman Inc. will constitute our entire terms and conditions unless otherwise agreed and stated in writing. No addition, modification, amendment, waiver, or alteration of all or part of this agreement shall be of any consequence without prior written and signed consent by an authorized representative of Lehman Inc. If any purchase order, written or verbal, of the buyer conflicts with these terms and conditions, buyer hereby agrees that the terms of this agreement shall govern regardless of the reason for the return.