# TERMS AND CONDITIONS

#### **Orders**

Acceptance of orders is subject to credit approval and contingencies such as fire, water, theft, vandalism, acts of God and other causes beyond the control of the provider. Cancelled orders require compensation for incurred costs and related obligations.

### **Quotations**

Quotations not accepted within 30 days may be changed at the discretion of the seller.

### **Payment**

Terms of sale are net 30 days from date of invoice with approved credit. Credit card payments accepted.

### **Freight**

Shipments are FOB DELIVERED for State of Maryland Customers with freight charges added to the invoice for orders under \$250.00, unless otherwise negotiated. BISM reserves the right to choose the carrier unless a specific carrier is designated by the customer.

#### **Lead Times**

Standard lead times, from receipt of order to day of shipping are:

Janitorial Supplies 6 Calendar Days
Paper Products (non-imprinted) 10 Calendar Days
Paper Products (imprinted w/ existing plate) 21 Calendar Days
Paper Products (imprinted w/ new plate) 28 Calendar Days

### **Taxes and Other Charges**

Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between seller and buyer shall be paid by the buyer in addition to the priced quoted or invoiced. Buyer shall provide seller with an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

#### Warranties

Seller warrants that its products shall conform to the description of such products as provided the

buyer by seller through seller's catalog, analytical data or other literature. This warranty is exclusive, and seller makes no other warranty, express or implied, including an implied warranty of merchantability or fitness for any particular purpose.

## Liability

Seller shall not in any event be liable for incidental, consequential or special damages of any kind resulting from the misuse of any of its products. The seller assumes no liability if the seller in its sole discretion finds that the buyer has misused the products in any manner, has failed to use the products in accordance with industry standards and practices, or has failed to use the products in accordance with the sellers directions or instructions.