

TERMS & CONDITIONS FOR ZorbsMORE PRODUCT SALES

1. TERMS

- All quotations are made, and orders accepted, subject to these Standard Terms & Conditions.
- These Terms & Conditions apply to all sales unless changed and mutually agreed in writing prior to an order.

2. ORDER DELAYS AND CANCELLATIONS

- Orders delayed or cancelled after shipment, are subject to a 10% restocking charge or \$250 whichever is greater plus any additional delivery expenses incurred for a shipment in transit.

3. DELIVERY UNLOADING

- Customers agree to provide reasonable access for delivery to their location and make a “best effort” to allow delivery within a reasonable time period.
- Delays in excess of 2 hours are considered unreasonable. ZorbsMORE reserves the right to assess additional charge of \$50.00 per hour pro rata for time delays over 2 hours, unless the delay is caused by a ZorbsMORE representative(s).

4. DELIVERY EXPENSE

- The normal delivery method, unless otherwise specified, will be “FOB shipping location”.
- Delivered prices, Incoterms FCA Buyer’s location. Customer acknowledges control of freight prices often are not within the control of ZorbsMORE. Where significant freight price change occurs after the order but prior to delivery, ZorbsMORE reserves the right to increase price to equalize the price change.

5. TERMS OF CREDIT/PAYMENT

- Standard payment terms will be Net 10 after the invoice date.
- Delinquent Payments will be assessed a finance charge of 1 ½ % per month.
- ZorbsMORE reserves the right to suspend delivery on future orders if delinquent payment terms exist on prior outstanding invoices.
- In the event that ZorbsMORE must undertake any action to collect upon any outstanding balance owed pursuant to these Terms & Conditions, Customer agrees to pay ZorbsMORE reasonable collection costs and attorney’s fees in collecting such amounts in the enforcement efforts. If litigation should be necessary to enforce these Terms & Conditions, New York law shall govern the dispute and jurisdiction and the venue shall be in Albany County, New York

6. CLAIMS, WARRANTY AND LIABILITY

- Claims against a ZorbsMORE product must be in written form to ZorbsMORE sent not later than 15 days after the date of delivery.
- ZorbsMORE will give reasonably prompt consideration to any claim for which ZorbsMORE’s liability is limited to replacement of the product or refund of the purchase price.

Dimensions: 4'x4'x4' (includes pallet) Weight: 2000Lbs/pallet. Full Load on a 48' flatbed: 24 pallets, 48,000 Lbs

SIGNATURE OF AUTHORIZED BUYER: _____

PRINT NAME: _____ DATE: _____

COMPANY: _____

**PLEASE RETURN COMPLETED FORM TO:
ADMIN@ZORBSMORE.COM**