

# Active Apparel Inc

## Sales Terms

### Order Acceptance

All Orders are subject to acceptance by Active Apparel depending on availability, Payment arrangements and delivery conditions. Prices are subject to change without prior notice. All stock orders received after 1p.m. will be shipped next working day.

### Terms of Payment

Net 30 days from date of shipment to accounts with credit approval. We accept Visa, MasterCard, Discover, and American Express.

### Shipping

All orders are accepted on FOB basis to be shipped from our Mira Loma, CA or Santa Ana, CA locations. Active Apparel will be more than happy to make shipping arrangements for orders as a courtesy to our customers on prepaid, collect and 3<sup>rd</sup> party billing. It is customer responsibility to advise mode, carrier and freight payment method and inquire the total freight from Active Apparel is not responsible for any delays caused by carriers or their affiliates for whatever reasons.

### Claims

Claims regarding discrepancies in shipments must be filed with Active Apparel within 7 days of shipment receipt. It is customer responsibility to inspect the goods before modification or processing. Goods that have been printed, dyed, processed, embroidered, re-labeled or modified in anyway or are not in their original form will not be accepted at any cost.

### Return Goods Policy

Returns are not accepted unless merchandise is defective. All returns must be made within 15 days of shipment receipt. Please have ready your reason for return, invoice date, and invoice number. Upon agreement to accept goods for credit, customer service representative will issue an RA number. Returns will not be accepted without prior authorization. Each returned carton must have Active Apparel return authorization number.

### Order Cancellation

There is a 15% restocking charge on all orders cancelled after confirmation however, orders that have shipped cannot be cancelled.

Custom and private label order can not be cancelled once in production. Cancellation is subject to Active Apparel's Approval.

### Delinquent and Default Accounts

All invoice that stay outstanding 15 days beyond due day are subject 1.5% monthly finance charge. All default Accounts will be handed over for collection and customer will be responsible for all cost of collection in addition to original Invoice amount including but not limited to collection fees, attorney fees, court costs etc.

**I have read and agreed to Active Apparel Inc's sales Terms and conditions.**

**Company Name :** \_\_\_\_\_

**Date :** \_\_\_\_\_ **Signature :** \_\_\_\_\_