

# TERMS & GENERAL INFORMATION

## Prices, Freight and Taxes

List prices are suggested prices and serve as a guide. Distributors are not obligated to follow and quote the suggested list prices when an order is placed. List prices are subject to change without prior notice. Debco shall not be responsible for any damages incurred by the purchaser as a result of changes to the list prices, including but not limited to direct, indirect, incidental, punitive or consequential damages or any other damages whatsoever, including without limitation, any loss of use, lost data, lost profits or lost opportunity arising out of an action for contract with a third party, an action for negligence or tort, or otherwise.

For Canadian purchasers shipping within Canada, freight and title to the goods are "FOB" Concord, Ontario.

For Canadian purchasers shipping to the U.S.A, freight, duties and taxes are extra.

For orders to be filled by imported goods, freight and title to the goods are "FOB" Concord, Ontario or Vancouver, British Columbia (full container), depending on the proximity of the final destination to the ports.

List prices are for Canadian customer purchasers. Prices are quoted in Canadian dollars for Canadian purchasers. For Canadian purchasers shipping to the U.S.A, U.S. import duty and taxes are excluded from the list prices. In the event of a discrepancy between the list prices quoted in the most current version of the Debco catalogue and the list prices quoted on the Debco internet website, the list prices found on the Debco internet website shall supersede those found in the Debco catalogue. All prices are subject to change without prior notice.

## Price Quotations

A quotation is available for quantities other than those noted in the price list of the Debco catalogue. A quotation may be requested via facsimile, email, or telephone to the purchaser's Debco Account Manager with the particulars. All quotations will be provided in writing with a quotation number. Please include the quotation number when placing the purchaser's order.

Debco reserves the right to adjust a quotation for any orders to take into account any changes in the law or government regulations requiring an increase of sales taxes, import duties, exchange rate changes, custom duties, excise duties or otherwise. In the event of any increase in wages or costs of goods to us after the receipt of an order from a purchaser, Debco shall be entitled to charge such increases to the final invoice amounts to the purchaser.

## Products

Orders are subject to the availability of the products requested. Debco reserves the right to alter the products offered for ordering without prior notification. All descriptions and illustrations of products are approximate and actual products may vary slightly. Debco reserves the right to alter any detail or design of products described and illustrated in the Debco catalogue and/or the Debco website. While every effort is made to accurately describe the products in the Debco catalogue and website, Debco makes no warranty or representations regarding same and shall not be responsible for any direct, indirect, incidental, punitive or consequential damages or any other damages whatsoever, including without limitation, any loss of use, lost data, lost profits or lost opportunity, in an action for contract with a third party, or in an action for negligence or tort otherwise.

Dye lots and imprint colours may vary slightly on repeat orders. While every effort is made to ensure that colours match as closely as possible, actual material colours may vary slightly from those depicted in the Debco catalogue and/or website. The 100% colour cotton fabrics are not guaranteed to be colourfast. In addition, PMS colour matching is not available on s due to high firing temperatures and an exact imprint colour match cannot be guaranteed. Debco cannot guarantee continuity of shade, colour, size, texture or construction of finished goods from lot to lot.

## Quality of Ceramics

Due to the inherent properties of ceramics produced overseas, there may be small imperfections or irregularities that should not be deemed defective. Variations in glaze and imprint colours may occur due to variations in materials, firing temperatures and colour pigments. These variations must be considered acceptable.

## Wraparound Imprint

Due to mug handles or the shape of some mugs, some logos may be distorted and/or a wraparound imprint may not be available.

## Orders

All orders must be received in writing, e-mail or facsimile. A Purchaser Order number must be provided in order for an order to be processed.

For exact repeat orders please include the previous Purchaser Order or invoice number for easy reference.

## Minimum Quantity for No Imprint Orders

The absolute minimum quantity for a no imprint order to be accepted is half of the smallest quantity stated in the Debco catalogue and/or website. Any order for the absolute minimum amount of no imprint product is subject to a \$15.00 (E) less than minimum charge.

## Minimum Quantity for Imprinted Orders

The absolute minimum quantity for an imprinted order to be accepted is half of the smallest quantity stated in the Debco catalogue and/or website. Any order for the absolute minimum amount of goods with the same imprint is subject to a less than minimum charge of \$70.00 (E).

## Overs and Unders

While every effort is made to ship the exact quantity, Debco shall be entitled to ship over or under the quantity per product of the same imprint by 5% and invoice accordingly. Orders that require an exact quantity will be subject to a \$70.00(E) surcharge.

## Confirmation, Cancellation, and Changes of Orders

All orders are considered confirmed at the time they are placed. A confirmation of receipt of a purchase order and a confirmation of shipping of an order can be received via e-mail. Please register for such services by sending the purchaser's e-mail address to [autoconfirm@debco.com](mailto:autoconfirm@debco.com).

Cancellation of a confirmed order must be made in writing. If we receive a cancellation after the receipt of a domestic purchase order and a paper proof has been done, purchasers will be invoiced for a \$60.00(G) cancellation charge for work-in progress. Any other orders may also be subject to significant penalties at the sole discretion of Debco. Purchasers will be invoiced for work-in progress on any part of a cancelled order that has already been filled up to the date that the written cancellation is received by Debco.

## Non-Standard Imprint locations/sizes:

If a non-standard imprint size and/or imprint location is requested and approved by Debco, there will be a surcharge of \$0.64 (E) each.

# TERMS & GENERAL INFORMATION

Any quantity changes to an order after the time of placing shall be made in writing prior to work commences on filling the order. A decrease in the quantity of an order will be treated as a cancellation of an order for the part of the order that is affected. An increase in the quantity of an order will be treated as a separate order for the amount over and above the amount in the original order, unless written notification of the change is received prior to work commences on filling the original order.

## Production/Shipping Time

Standard production lead times are as follows:

With Imprint Domestic orders filled by domestic stock – ship 1-4 business days from receipt of artwork

With Imprint Domestic orders filled by imported goods – ship 12-16 weeks from approval of artwork

No imprint Domestic orders filled by domestic stock – orders received after 12 Noon E.S.T. and shipping within Canada will be shipped the next business day. Orders shipping to the U.S.A. will ship 48 hours from receipt of order.

No Imprint Domestic orders filled by imported goods – ship 10-14 weeks from receipt of purchase order

Deliveries to the U.S.A. are subject to custom clearance and border delays. The production lead times do not include transit time, custom clearance or border delays that are in addition to the shipping time previously noted. Debco shall not be responsible for delays in shipping time as a result of unforeseen circumstances or uncontrollable events including but not limited to border delays, custom clearance, third party labour disputes, natural disasters, civil strife, acts of terrorism and/or war.

## Inventory Delays

Demand may on occasion exceed the supply that is readily available. Every reasonable effort will be made to resolve inventory delays and to fill an order in a timely manner under the circumstances in order to meet the aforementioned shipping times under the Production/Shipping Time section hereinabove.

## Modes of Delivery

Our primary carrier is Purolator, and as such, they are the last carrier to depart our facility each evening. If you request shipping with a carrier other than Purolator and your order cannot make their cut-off time, we will ship your order via Purolator and invoice accordingly for shipping. Delivery will be made by ground transportation unless otherwise specified in writing by the purchaser. If delivery of an order is subject to meet a specified date, please advise Debco in writing when placing the order. Debco shall not be held responsible for carrier delays.

Incorrect shipping addresses or redirects due to incorrect information given by the distributor and/or changes to the shipping address while in transit will result in additional charges from Purolator. The current rate for these changes is \$10.00(x) - \$12.00 (x) per box and is non-negotiable. These charges are the result of the distributor should they occur and are not the responsibility of Debco.

## Exports from Canada

The items illustrated in this publication are for distribution in Canada. Many items may not be available for export to the USA or other countries. Please view our website at [www.debco.com/nousa](http://www.debco.com/nousa) for items that cannot be shipped to the USA, but are illustrated in this publication.

## Force Majeure

Debco Bag Distributors cannot be held responsible for failure to fulfill a delivery commitment as a result of unexpected situations which are beyond our control. Examples of this and not limited to are labour strikes, congestion at ports of entry into Canada, rail congestion, delays caused by congestion in overseas ports throughout Asia, and changes in government acts and regulations. Where we have implemented force majeure we will provide supporting information that has caused this delay.

## Shipment to Third Party Decorators

When goods are sent to a third party decorator (i.e. embroidery shop and/or screen printer) at the request of the distributor, it is the responsibility of the distributor to confirm any/all product issues i.e. colour, correct SKU, etc. prior to the commencement of decoration. DEBCO will not be liable and not cover any embroidery and/or decoration costs that ensue as a result of these types of unchecked errors.

## Multiple Shipping Addresses

For three (3) or more shipping destination addresses, there will be a surcharge of \$7.15(E) per address.

## Return Policy

Upon delivery of goods, DEBCO will allow the distributor 30 days for the determination of reasonable and acceptable product defects. This 30 day time frame is in concert with overseas factory agreements. Goods with imprints will not be accepted for a refund, account credit or exchange unless Debco is at fault. Goods without imprints may be returned for a refund, account credit or exchange and must include a Return Authorization Number obtained from a Debco Account Manager. Billable samples and random samples do not require a Return Authorization Number to be returned. Note that a restocking fee of fifteen percent (15%) of the invoiced amount will apply. Shipping cost will not be credited upon a return of an order of goods from Debco.

## Billable Samples Without Custom Imprint

Billable samples without custom imprint are available on products highlighted with a red dot in our catalogue index or on product pages under 'decorating info'. Most billable samples may be returned for an account credit within thirty (30) days of the invoice date if the billable samples are unused, returned with all original packaging and in saleable condition. Note: There are a select group of billable products that are non returnable and non refundable (see website for details). Please return billable items by prepaid freight. Note: a list of items available as a billable sample is subject to change without prior notice before the time of placing an order based on purchaser demand. Debco reserves the right to bill for all products purchased as samples including items without a red dot in our index. For a current list of billable samples and pricing please visit [www.debco.com/billable](http://www.debco.com/billable). Items not currently listed as available as a billable sample may become available at the discretion of Debco.

A Billable Sample Request Form for ordering billable samples will be sent to the purchaser upon request.

Items not currently listed as available as a billable sample may become available at the discretion of Debco.

## Specific Samples With Custom Imprint

Samples of items may be provided with custom imprint at the following cost:

Single-colour imprint/decoration: end unit price of the item plus freight, taxes and \$55.00(G) set up cost. Multi-colour imprint/decoration: end unit price of the item, applicable running charges (as per the list price of the item), plus freight, taxes and \$55.00(G) set up cost for each colour. The \$55.00(G) set up cost is credited if an order, using the same artwork, is placed within 30 days of the invoice date of the request for specific samples and the invoice number is provided.

# TERMS & GENERAL INFORMATION

## **Ink Change**

All orders that require an ink colour change are subject to a charge of \$27.50(E) per colour.

## **Terms**

New accounts require a completed credit application to allow the Credit Department to set up the purchaser in Debco's system. Any new orders for samples or items must have an attached credit application so that the order can be processed without delay. Deposits may be required on orders and is at the sole discretion of Debco.

Orders made on accounts with outstanding invoice amounts may be placed on hold until the outstanding amounts due and any applicable interests are paid in full. Accounts with outstanding amounts may be placed with a collection agency or become the subject of court proceedings for collection purposes. Any fees, legal or otherwise incurred for collection purposes shall be paid by the purchaser along with all outstanding amounts due and any applicable interests before a new order is processed.

Credit facility may be withdrawn on accounts with outstanding amounts at the sole discretion of Debco.

Payment of invoice amounts are due net 30 days of the invoice date. Outstanding invoice amounts are subject to a 1.5% monthly late payment charge or an 18% annual fee.

Payment of invoice amounts may be made by Visa or Mastercard.

There is a charge of \$35.00 for each returned cheque.

## **Credits**

All unused or applied credits will be reversed/voided after 12 months from issue.

## **Blank Goods**

Please see product pages for current prices on blank (no imprint) items.

## **Claims for Quantity or Quality of Products**

Any claims in respect of the quality or quantity deficiency of products supplied Debco under a purchase order must be received in writing within 7 days after the purchaser's receipt of the products. Otherwise, the products are deemed to comply with the purchase order and accepted by the purchaser.

## **Limitations on Liability**

Save in so far as defects in goods supplied by Debco causing death or injury to the person, and/or damages to property giving rise to personal economic liability or otherwise, Debco's liability shall not exceed, in aggregate, the amount paid by the purchaser for the goods supplied under a contract with Debco causing such damage. In no event shall Debco be liable for any consequential damages or any other damages whatsoever, including without limitation, any loss of use, lost data, lost profits or lost opportunity incurred by the purchaser or a third party. The purchaser shall hold Debco harmless of all claims over and above the contract amount paid by the purchaser for the supply of goods causing such damages.

None of the foregoing shall limit consumers' rights under the relevant laws.

## **Jurisdiction**

A purchase order placed with Debco shall be governed by the laws of the Dominion of Canada and the laws of the Province of Ontario, without regard to conflict of laws. Any disputes arising there of shall be resolved in a competent court of jurisdiction in the Province of Ontario. A purchaser not residing in the Province of Ontario is deemed to attorn to the exclusive jurisdiction of the courts in the Province of Ontario should any disputes arise once Debco is in receipt of a purchase order.

## **Errors and Omissions**

From time to time errors and omissions might be noticed in the Debco catalogue and/or the website, or discrepancies between the Debco catalogue and the website. These errors, omissions and/or discrepancies will be corrected on the Debco website and shall supersede the information found in the Debco catalogue.

## **Indemnification and Intellectual Property**

Logos displayed in the Debco catalogue and the website are for illustrative purposes only and do not imply endorsement of any kind. Debco assumes that artwork submitted by the purchaser for imprinting and reproduction purposes in an order are in compliance with the relevant laws governing copyright and trademark requirements. By placing an order with artwork submitted for imprinting and reproduction purposes, the purchaser warrants that they have the legal right to the marks, symbols or designs depicted in the artwork and shall indemnify and hold Debco harmless in any action for infringement of a copyright or trademark as a result of the imprinting and reproduction of the artwork. The purchaser shall furnish proof of right to use an intellectual property upon challenge by a third party.

## **PMS Colour Matching**

Debco does not charge for PMS colour matching. Colours are matched as closely as possible to PMS C (coated) colours. Debco is unable to guarantee exact colour matching. Note: dark imprint colours are not recommended on dark fabrics. Some products have ink colour restrictions. Please inquire with a Debco Account Manager prior to placing an order.

## **Pre-Production Samples**

Pre-production samples may be required and are charged at the unit cost of the product plus running charges (where applicable) and any applicable set-up charges. If a pre-production sample is requested on an order with a one-colour logo and the dollar amount of the order is under \$1,000.00 net of taxes, set up charge and freight, a charge of \$55.00(G) will be added to the above sample charges. Freight and taxes are extra.

## **Set Up Charges**

Set up charges are \$55.00(G) per colour/size/logo/design.

Exact repeat set up charge: \$30.00(G) each. Previous purchase order or invoice number must be provided.

## **Methods of Packing**

An order of products filled from domestic inventory shall be packed in bulk boxes, unless noted otherwise in product descriptions.

**Unauthorized reproduction, duplication or use of any image, graphic, or text used on Debco's website and catalogues is strictly prohibited.**

© Debco Bag Distributors Ltd.