

# Terms and Conditions

Effective Date: January 1<sup>st</sup>, 2011

## PAYMENT TERMS

- 1% - 10 days/ Net 30 days from the date of invoice.
- Any invoice beyond 60 days which remains unpaid is subject to the assessment of a finance charge.

## PRICING INFORMATION

- All pricing and discounts are subject to change without notice.
- In the case of a price change, the applicable price will be the one effective at the time of purchase.
- Any listed retail prices are only suggestions. It remains the responsibility of each retailer to individually establish prices at which products are to be sold.

## MINIMUM ORDER

- \$100.00 Net

## RETURNED GOODS POLICY

- No merchandise is to be returned without a prior written authorization by COBRA ANCHORS (RGA#)
- Goods must be current catalogued items and must be returned in original condition, with transportation charges paid by the buyer.
- If COBRA ANCHORS determines the product to be defective, the buyer's account will be credited, including the amount of the associated freight charges.
- Returned materials for credit or exchange are subject to a 25% restocking fee and must have been purchased within the 6 months from the request of return and must be shipped freight prepaid by the customer.
- Credits for returned merchandise will be made at the original invoice prices.

## SHIPMENT TERMS

- Free freight prepaid on orders of:  
\$350 land based transport to USA  
\$400 land based transport to Quebec and Ontario  
\$500 land based transport to all other Provinces.
- All transportation will be to one destination within the contiguous Provinces/States.
- Orders requiring water transportation (Hawaii, Alaska...) will be on quote.
- Special shipping requests (airfreight, bus ship, courier...) will be sent freight collect, and will be F.O.B. shipping point.
- Orders less than "Freight Prepaid" will be charged freight PPD and add to the invoice.
- The routing of ALL shipments shall be entirely within the discretion of COBRA ANCHORS.
- Freight surcharge: as economic circumstances dictate, a fuel surcharge may be assessed in addition to freight and handling on all orders.

## BACK ORDERS

- All orders will be accepted on a ship and cancel basis, unless otherwise requested.
- Displays, assortments and special items could be back ordered unless otherwise stated.

## TITLE AND RISK OF LOSS

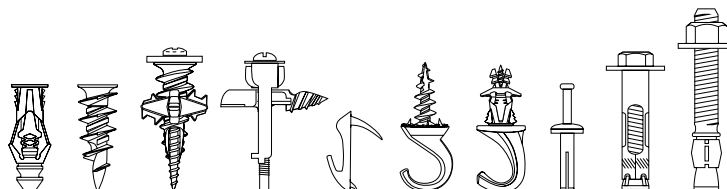
- Risk of loss passes to the customer upon our delivery of merchandise to the carrier. Cobra will file freight claims as a service if we receive a written notice within 30 days from date of invoice specifying:
  - 1) Listing of items short or damaged.
  - 2) Provide the purchase order and invoice number.
  - 3) In the case of damaged goods, a copy of the carrier's inspection report.
  - 4) Until payment is made in full by the buyer of the product, title to the product shall remain under COBRA ANCHORS.

## WARRANTY AND LIMITATION OF LIABILITY.

- All warranties of COBRA ANCHORS products and authorized repair thereof, express or implied, including warranties of merchantability and fitness for particular purposes, are specifically excluded except the following: COBRA will repair or replace any of its products which, within six months after sale by COBRA, is found by us to be defective in material or workmanship, normal wear and tear excepted. This is the sole warranty of COBRA and the only solution available to retailer or buyer. COBRA ANCHORS shall not be liable for any injury, loss or damage, direct, indirect, incidental or consequential, arising out of the use of, or the inability to use, any COBRA product.

## ADDITIONAL TERMS

- COBRA ANCHORS offer of sale, as set forth herein, as well as the customer's acceptance thereof by purchase, shall be limited strictly to these terms and conditions, which shall constitute the full agreement between the parties. Venue shall be in Temple, PA, U.S.A. for U.S.A. customers and Montreal, Quebec, Canada for Canadian customers.
- COBRA ANCHORS reserves the right to modify any terms and conditions without prior notice.
- It is the responsibility of the customer to advise COBRA ANCHORS on all missing or short-shipped product delivered. The customer must advise COBRA ANCHORS within five (5) working days of the reception of the goods.



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