



## Planet Green

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## *Buy Back Terms and Conditions*

### **Purchasing Terms and Condition**

The terms<sup>1</sup> and conditions apply to all purchases by Planet Green Cartridges, Inc. dba Planet Green (“Planet Green”).

Seller warrants that the goods furnished hereunder do not and will not violate or infringe on any patent, trademark, trade secret or other intellectual property rights of any person and, may be refurbished for sale in the United States. Seller warrants that any goods furnished hereunder that are new or used were sold by the original equipment manufacturer (“OEM”) for use in the United States. Notwithstanding anything to the contrary, Planet Green does not agree to purchase any new or used goods that cannot be refurbished for resale within the United States. Any or all goods and services not complying with the requirements hereof, may be returned at Seller's risk and expense, including transportation both ways, or prompt correction of defects in addition to any other rights and remedies provided law or the Purchase Order. Payments by Planet Green shall not constitute acceptance nor waive any rights of Planet Green hereunder.

### **Packaging Specification**

All goods must be packed by Seller with extreme care, with sufficient protective packaging material to avoid damage during transit. All shipments are inspected as they are received into our warehouse and evidence of physical damage to the shipment is documented. Goods that are not properly protected in accordance with the terms contained herein and result in damaged during shipment may be rejected by Planet Green, resulting in loss of payment or credit to Seller. Please consult us should need assistance in understanding the shipping and handling specifications.

#### Packaging Guides

- Goods should be neat and uniformed
- Filler should occupy empty space in box
- Boxes must contain the Submission Confirmation print out and/or Reference the Submission Confirmation #
- All pallet shipments must be shrink-wrapped

### **Shipping Specification**

Goods shipped within the United States are eligible for a pre-paid shipping label issued by Planet Green at Seller's request. Should Seller decide to ship the goods to Planet Green from Seller's own shipping account, Seller may be eligible for freight reimbursement. In the case of a Seller initiated shipment, Planet Green will not be responsible for any additional costs associated with the shipment including, but limited to: lift gate

charges; handling; residential pickups; redirected deliveries; insurance; delivery confirmation, etc. Planet Green is not responsible for any Seller initiated shipment of goods that are damaged or lost during transit. It will be the Seller's responsibility to file any/all claims with their freight carrier.

### **Payment Terms**

Payment is contingent upon the receipt of the goods agreed upon in order and in acceptable condition. Payment of goods to seller shall be sixty<sup>2</sup> (60) days from the date of receipt of the goods to Planet Green facility. Goods that do not appear in the purchase order will be subject to current published rates. Planet Green reserves the right to reject and return at seller's expense any item that contains defective material or does not conform to the purchase order. Planet Green will not pay for damaged or defective cartridges unless agreed and stated otherwise. Planet Green has the right to decline any or all freight reimbursement; should the given goods be deemed in poor condition.

### **Damaged/Defective Returns**

Any or all damaged/defective goods are responsibly disposed of by Planet Green. Should Seller need or want to have their damaged/defective goods returned, Seller must inform Planet Green in writing PRIOR to the shipment of the goods and indicated on the enclosed Submission Confirmation print out. Seller has five (5) business days from the date that Planet Green sends payment to have the goods picked-up. The return of any or all damaged and/or defective goods is the sole responsibility of the seller. Pick-ups not arranged within the allotted time frame of five (5) business days, will be responsibly dispose of by Planet Green without prior notification

<sup>1</sup>The above Terms and Conditions are subject to modification that may add or remove portions of this policy at any time without notice. Prices are subject to change without notice. For all prices, products and offers, we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. Price verification is the seller's responsibility prior to shipping of units to Planet Green.

<sup>2</sup>Subject for negotiation based on order being placed.