



Planet Green

20724 Lassen Street
Chatsworth, CA 91311
Toll Free: (800) 377-1093
Local: (818) 725-2596
Fax: (818) 772-0816
www.pginkjets.com

Terms & Conditions

Planet Green Cartridges, Inc., a California Corporation, dba Planet Green, located at 20724 Lassen Street, Chatsworth, CA 91311, hereinafter referred to as "Planet Green" and/or "PG", and "Dealer" agree to the following terms:

Planet Green hereby authorizes Dealer to sell, advertise, market, promote and distribute PG / Focus-Brand Remanufactured Inkjet Cartridges, hereinafter referred to as, "the Product," on a non-exclusive basis, on the following terms and conditions:

1. Shipment and Delivery of Product:

- All orders (to reseller's location or Drop Ship) are shipped by FedEx or UPS service via regular ground
- Customers may request other shipping services such as UPS, FedEx Next Day, 2-Day, or 3-Day at customer's own expense.
- A \$1.00 handling and processing fee is added to all freight charges.
- C.O.D shipments are charged \$10.50 per box from the freight couriers

- Customers may also request USPS Priority Mail
 - By using this service your package is not guaranteed to be eligible for replacements if package is lost.
 - This service does not include insurance or delivery confirmation of your package but can be purchased separately.

- Planet Green will pay for the ground freight charge for orders shipping totaling over \$500.00 (USA ONLY)
 - Order must total to \$500.00 after all deductions and/or credits have been applied
 - If an item is back ordered and the order totals under \$500.00, freight charges will be applied.
 - Back ordered items will be charged freight at time of shipping

2. Taxes and Duties:

All charges are in U.S. dollars. Prices quoted do not include federal, state, or local taxes, fees, duties, or licenses. Dealer shall be solely responsible to collect and remit any and all applicable taxes, fees and/or duties.

3. Payment Terms:

- C.O.D (pre-printed company checks, cashier's check & money orders are accepted)
- Returned checks will be assessed a \$30.00 bank charge.
- Credit Cards: Visa, Master Card & American Express Only

- Net Terms
 - Available upon credit approval. (While credit approval is pending, above-mentioned payment methods are accepted.)

NOTE: A 2.5 % surcharge per month will be applied to all delinquent accounts unpaid 31 days or more from the date of invoice. Orders placed during delinquency period, will be held until payment is made and account is brought current.

4. Return Policy:

- Shipment shortages and/or quantity discrepancies must be made within five (5) days upon receipt of shipment
- Returns must be made within (90) days of purchase date & must be in original packaging to qualify for an exchange
 - Only items purchased directly from Planet Green are eligible for return.
- Other restrictions may apply for merchandise returned after 90-day.
- All products being returned (whether defective or otherwise) must have a Return Merchandise Authorization (RMA) Form and number issued to the return.
 - Issued ONLY upon contacting Planet Green of problem
- A minimum of six (6) cartridges is required for the use of our call tags.
 - Minimum must be met prior to the issuance of the RMA Form & Number.
 - Once your RMA inspection is completed, replacements will be sent to you free of charge
 - Restocking fee of up to 25% may apply on unused cartridges



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5. Warranty:

Planet Green cartridges have been remanufactured under stringent quality control standards, assuring performance that equals or exceeds the original manufacturer.

Planet Green warrants each cartridge to be free of defects in both material and workmanship. If a Planet Green cartridge is found to be defective, Planet Green will replace the cartridge.

Planet Green further warrants that under operating conditions conforming to the manufacturer's specifications our cartridges will not cause damage, abnormal wear, or cause deterioration to any deskjet, fax or copy machine.

Planet Green also warrants that when used as directed the cartridge will not void any machine warranties provided by the manufacturer. This warranty is dependent upon the customer providing us with satisfactory evidence that the machine failure was due to a defect in Planet Green's cartridge, including a written statement on the service company's letterhead and the return of subject cartridge.

Planet Green's liability shall be limited to replacement, repair, or reimbursement as provided above. This warranty is exclusive and in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose.

6. Use of Trademarks/Trade Names & Images:

Upon receipt of the "Image Usage Agreement", Planet Green will provide the requested material. Dealer will be authorized the use of Planet Green's trademarks, trade names, images and logos in connection with Dealer's sale, marketing, advertising, distribution and promotion of the Products. Dealer shall cease to use any of such marks, names or logos upon expiration or termination of this Agreement.

Planet Green may periodically visit your website to view your product offering, product images & may also place an order anonymously to inspect your cartridges. If it is found that while presenting the Focus Brand cartridges on your website (or other Marketing / Advertising material) and yet selling a different brand cartridge from a different supplier; immediate Legal action will be taken. So, please read the requirements of the image usage agreement carefully.

7. Confidentiality:

Dealers access code, password, login information and Planet Green's Price Lists are Confidential and Proprietary and are non transferable and non assignable.

8. Credit Limits:

Dealer agrees to abide by the credit limit granted by Planet Green and further agrees that any order that places the applicant's account above the credit limit will be paid immediately via secured payment prior to any further shipment of the order in question. For these purposes, a "secured payment" is defined and includes wire transfer, credit card, and/or cashier's check via overnight or other prioritized courier. Payment must post to account prior to release of order/shipment.

9. Finance Charges:

Dealer agrees to pay the full, undiscounted amount of any invoice generated for products and/or services rendered. Dealer agrees that at the discretion of Planet Green, charges on past due invoices on applicant's account(s) will accrue a 2.5% finance charge per month, or the maximum allowed by applicable state law. Also, Dealer agrees to pay a "returned check fee" of \$30 if their check is not honored for any reason by the bank.

10. Collections:

Dealer hereby unconditionally, jointly and severally, agrees the full and prompt payment of any and all indebtedness, obligations and liabilities of any kind and nature, arising out of the purchase of all products and services furnished or to be furnished by Planet Green whether evidenced by open account, acceptance, note or otherwise. Dealer agrees that if Planet Green determines it necessary to retain the services of an Attorney or Collection Agency to assist in the collection of this account, Dealer will pay Collection Recovery fees equal to 33% of the outstanding balance of the account. Dealer agrees to pay all related Attorneys fees, court costs, and finance charges not covered by the Collection Recovery Fee outlined above. In the event legal proceedings are commenced to collect accounts which are due, parties agree that Los Angeles County, California is the proper venue and jurisdiction for proceedings and that the interpretation and enforcement of this agreement are governed by the laws of the State of California.



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11. Relationship of the Parties:

This Agreement does not constitute a partnership agreement, nor does it create a Joint venture or agency relationship between the Parties.

12. Compliance with Law:

Dealer shall comply with all applicable Laws, statutes, and regulations relating to the sale and distribution of Product, and the performance of Dealer's duties and obligations under this Agreement. In particular, Dealer agrees not to sell any of the Products in any country or territory prohibited by applicable U.S. laws, and agrees to obtain from its customers representations that they will not resell, transfer, or assign any of the Products to any such prohibited countries or territories.

13. Risk of Loss:

From and after delivery of the Products to a carrier at Planet Green's facility, Chatsworth, Ca. the Dealer shall be responsible for the entire risk of Loss, theft, damage to or destruction of the Products.

14. Intellectual Property:

Dealer acknowledges that Planet Green is the sole owner of any and all intellectual Property relating to the Product.

15. General Indemnification:

Planet Green and Dealer each agree to indemnify and hold the other harmless from and against any and all claims, damages and liabilities asserted by any person or entity resulting directly from (i) Any breach by it, or by any of its employees or agents, of this Agreement or any of its warranties, representations, covenants or obligations as provided for in this Agreement (ii) Any negligent act, affirmative act of omission to act by it, or any of its employees or agents. Such indemnification shall include the payment of all reasonable attorneys' fees and other costs incurred by the party seeking indemnification in defending such claims. Notwithstanding anything to the contrary in this Agreement or the Exhibits or Appendices hereto, in no event will either party be liable to the other for (i) special, indirect or consequential damages or (ii) any damages whatsoever resulting from loss of use, data or profits, arising out of or in connection with this Agreement, whether in an action of contract or tort including negligence.

16. Attorneys' Fees:

If any litigation, or other legal proceedings occur between the parties relating to this Agreement, the prevailing Party shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorneys' fees.

17. Waiver and Amendment:

No waiver, amendment, or modification of this Agreement shall be effective unless in writing and agree to by the Party against whom the waiver, amendment, or modification is sought to be enforced. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of the right, power, or remedy. No waiver of any term, condition or default of this Agreement shall be construed as a waiver of any other term, condition, or default.

18. Severability:

If any provision(s) of this Agreement is determined by a court to be unlawful, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the intent of the parties can be enforced.

19. Governing Law and Forum:

Unless otherwise provided, the validity, construction, and performance of this Agreement is governed by the laws of California. Dealer agrees that this Agreement is considered to be entered into in Chatsworth, California. Venue shall only be proper in Van Nuys, California.