



A & A Global Industries, Inc.

Standard Terms and Conditions for A&A Global Industries, Inc., and its Subsidiaries (hereinafter the corporation contracting with Buyer shall be referred to as "A&A")

DELIVERY

Delivery shall be made during normal business hours. If Customer requires delivery at any other time or special handling, Customer shall be responsible for the additional costs incurred. A&A shall not be held responsible for delays in delivery out of its control such as fire, strike, lockouts, embargoes, transportation delays, acts of God, and machinery breakdown. Customer is responsible to check incoming orders for damage or defects upon receipt. Notice of claims for damage, concealed damage and errors must be made to A&A and the freight carrier within five (5) days after delivery of merchandise. If delivery is delayed because Customer is unavailable, then Customer shall be responsible for cost and expense of storage, extra handling and labor incurred by A&A, including, but not limited to, A&A restocking costs of twenty percent (20%) of the cost of the order. Unless otherwise specified, all merchandise prices on this invoice are F.O.B. shipping point and shall be shipped FOB shipping point. The shipping costs may or may not be included on the invoice. If the shipping costs are not included on the invoice, Customer shall be billed for such charges on a separate invoice.

JURISDICTION

Jurisdiction of all transactions shall be governed, interpreted, and construed in accordance with the laws of the State of Maryland. Disputes arising out this invoice shall be negotiated or litigated in the jurisdiction of all state and federal courts in the State of Maryland, District Court of Maryland for Baltimore County, Circuit Court for Baltimore County, or the U.S. District Court for Maryland in Baltimore. However, nothing in these terms and conditions shall limit A&A's right to bring a legal suit, action, or proceedings against Customer in any other State Court or other forum of proper jurisdiction.

PAYMENTS

Payments thirty (30) days past due are subject to a monthly finance charge of one and one-half percent (1.5%) or the maximum allowed by law until such time as the amount due, including principal and interest, is paid in full. If this invoice is referred for collection, Customer shall be responsible for all collection costs including attorneys' fee of thirty-three and one-third percent (33 1/3%) of the balance due. All Customer checks returned by the bank shall subject the Customer to a Thirty-Five Dollars (\$35.00) processing fee. A&A may at any time alter or suspend credit, refuse shipment, or cancel unfilled orders. A&A may accept late payments or partial payments, checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to these terms and conditions. A&A may accept late payments or partial payments, checks, bank drafts, or money orders marked "Paid in Full" without waiving any of its rights related to these terms and conditions.

RETURNS

Returns are not permitted for custom products, bulk candy, bulk gum or, products not in original packaging or in "new" condition or without a Return Authorization number. Except in the case of merchandise which is damaged, defective or error in shipping the Customer is responsible for the cost of return freight. Authorized order cancellations or returns are subject to a restocking fee of twenty percent (20%) of the purchase price. In no event shall Customer return merchandise ten (10) days after delivery has been made.

SALES TAX

Sales Tax laws vary from state to state. We collect sales tax where required. If your order is subject to tax, you will be charged unless you prior to shipping Customer provides a copy of the Sales Tax Exemption Certificate to: taxcertificates@aaglobal.com. We do not credit sales tax applied to the invoice. You can take credit for the tax collected on your State Sales Tax Return.

SHIPPING

When placing an order on our website, it is the customer's responsibility to make sure that the billing and shipping addresses are entered correctly. In the event that a carrier adds additional charges for address corrections, the cost of those charges are the responsibility of the customer.