

MINERAL SPRINGS TERMS & CONDITIONS

The following terms and conditions control all aspects of the Order Agreement between Customer and Supplier.

PRODUCTION LEAD TIME: Standard production lead time is ten to fifteen business days after approval of *both* the Order Agreement and the Label Proof. Rush service is available at an additional charge but *availability is subject to the current production schedule*. Please call the Customer Service department to determine availability and cost.

ORDER AND APPROVAL PROCESS: All orders and order changes must be submitted in writing and will be acknowledged by the Manufacturer with a new or revised Order Agreement and/or Label Proof. It is the customer's responsibility to review, approve and return the Order Agreement and/or Label Proof in a timely manner. Manufacturer will not be responsible for errors resulting from verbal instructions and the Customer agrees to pay for all production that occurs according to the last written Order Agreement and Label Proof submitted.

PACKAGING: LTL orders ship in shrink-wrapped trays. FedEx orders ship in trays wrapped in super-strong shrinkbox film.

BOTTLE STYLE VARIATION: We receive a variety of bottle styles from our suppliers and it is not possible to guarantee that one particular style will be used for any specific order. Rest assured, however, that the label size and quality will be identical regardless of the bottle style.

CANCELLATIONS: Order cancellations must be received in writing. Verbal cancellations are not accepted. Customer is responsible for any and all costs incurred up to the cancellation date. Specifically, customer is responsible for all setup, art, label and bottle charges once the Label Proof is approved.

RUSH CHARGES: Rush charges will apply if the time between your ship date and the date that *both* your Order Agreement and Label Proof are returned fully completed to the Manufacturer is less than ten business days. Please be aware that it may take up to three business days to complete your label proof, so please factor this into your time line when ordering.

TRANSIT TIMES AND LATE DELIVERIES: Your order will be shipped to arrive at your Ship-To destination within normal, estimated transit times published by the common carrier used for your order. TRANSIT TIMES ARE ESTIMATES AND DO NOT GUARANTEE THAT DELIVERY WILL OCCUR BY ANY SPECIFIC DATE! If you have a specific deadline, we can arrange guaranteed delivery at an additional cost. Neither the manufacturer nor the carrier can be held liable for delays in transit times unless you contract for guaranteed service.

OVERRUNS & UNDERRUNS: All orders are subject to a maximum 5% overrun or underrun variance and will be billed accordingly.

USE OF ARTWORK: Customer agrees that label artwork may be displayed on manufacturer's web site and promotional material.

PAYMENT TERMS: New customers must complete a credit application and may be required to prepay 50% to 100% of the order total depending on credit history. Established accounts in good standing will be extended Net 15 payment terms. You authorize Mineral Springs to charge your Credit Card for any outstanding balance not paid within 35 days of invoice date. Credit card charges in excess of \$1,500 are subject to a 3% handling fee. Finance charges of 1.5% per month will apply to overdue balances.