

2017 TERMS & CONDITIONS

ACCEPTANCE & PAYMENT TERMS

All orders are subject to pre-payment or credit approval and acceptance by DrinkTanks®. Order date is determined by the date the order is received, and for custom orders, the day the art is approved. Terms are effective from date of delivery. No discounts are extended for shipping, handling, or fixtures.

SHIPPING

All shipments are FOB Bend, Oregon. It is your responsibility to inspect shipments upon arrival. All claims and discrepancies must be reported within three business days of receipt of merchandise. If product is shipped on a Third Party account, claims and discrepancies are the Third Party's responsibilities.

To submit a claim, please call 541-728-5579 or email dealers@drinktanks.com.

CANCELLATION & CHANGES

Changes may be made to orders up to ten days before the requested ship date. In some cases, previously estimated delivery date may be impacted. Partial cancellations of orders greater than 20% before ship date will result in the loss of terms for that ship date; these orders will be billed at standard terms. Custom orders are not subject to cancellation.

RETURNS

DrinkTanks® will not accept items for returns that were shipped in good faith. We will accept responsibility for mis-shipments and damaged merchandise if DrinkTanks® is notified within three business days. Goods may not be returned without prior

authorization number clearly posted on package. Returned goods must be in clean and sell-able state and in their original packaging, if applicable, free of any store markings or stickers. DrinkTanks® reserves the right to charge outbound freight and assess a 15% restocking charge to orders that are refused.

Return requests need to be submitted to dealers@drinktanks.com

INDEMNITY

When orders are manufactured to a customer's specifications, the customer shall hold DrinkTanks® harmless for any liability for a patent or copyright infringements, proprietary rights violations, invasions of privacy or other personal rights violations.

WARE QUALITY & WARRANTY

Please contact dealers@drinktanks.com with any warranty issues. Most issues can be resolved with a simple replacement part without replacing the entire vessel.

Slight variations and imperfections in printing are not considered defective. Size, color, and registration may vary slightly and are considered acceptable industry standards for the customization processes that we employ.

DrinkTanks® warrants its products will withstand normal wear and tear. DrinkTanks® warrants its products for satisfactory craftsmanship and material. Defective merchandise will be replaced, but our liability is limited to the invoice cost of item.

AUTHORIZED DEALER POLICY

The sale of DrinkTanks® products outside of your physical location or through a URL not owned by you is not permitted without prior written consent from DrinkTanks®. Trans-shipping of DrinkTanks® products to non-authorized retailers or e-commerce companies and/or selling products over Internet "auction" sites is strictly prohibited. Selling DrinkTanks® products outside of the U.S. is not permitted without written permission.

Please initial in agreement to **not** sell DrinkTanks® products via the following distributors:

- _____ Amazon
- _____ eBay
- _____ Etsy
- _____ Any third party distributors

Failure to comply could result in the termination of your account.

MARKETING RELEASE

DrinkTanks® asks permission to use your company name, photos of logos or logos for marketing materials or social media as well as random media imprint samples to send to prospective customers.

MAP POLICY

DrinkTanks® has established MAP (Minimum Advertised Price) on products that can be used for promotional purposes twice a year. DrinkTanks® monitors policy compliance and has the right to discontinue sales to any dealer abusing this policy. Promotions need to be submitted and approved by your

account manager before you publish the sale. Approved promotions cannot exceed 20% off retail.

For complete information on DrinkTanks® pricing policies, please visit: www.drinktanks.com/tc-page/

CUSTOMIZATION (IF APPLICABLE)

All custom orders must be approved before going into production.

Please initial below that the final artwork is approved.

The mock-up attached is approved: _____

ORDER APPROVAL

I understand that my order will not be released into production until payment is received or until I have been approved for terms.

I have read and hereby agree to these terms and conditions.

Signature: _____

Date: _____