

# **Important Distributor Information**

#### **Customer Care**

To place an order with AccuformNMC, or for general product and pricing information, quotes, or returns, contact Customer Care at 800-237-1001. Orders may also be placed online through this website. Online orders will be immediately processed by AccuformNMC. Orders may also be sent to customerservice@accuform.com.

#### **Product Quotations**

We frequently quote on items, materials and large quantities not found on Accuform.com or our print catalogs. For detailed quotations, contact customer service at 800-237-1001 or email customerservice@accuform.com.

### **Distributor Product Pricing & Minimum Advertised Price Policy**

MSRP, as shown on AccuformNMC.com and within our print catalogs, reflects list price cost in U.S. currency and are current at the time of publication. Prices do not include any freight or taxes. AccuformNMC reserves the right to change MSRP or cost pricing without notice. Despite our best efforts, a small number of the items may be mispriced.

If the price of an item sold to you by AccuformNMC is published for sale higher or lower (by 10%) than our stated MSRP, we will at our discretion, either contact you for instructions to update the price, or if product has been sold cancel your order and notify you of such cancellation. AccuformNMC is not responsible for pricing provided on any third-party website, however we do work diligently to enforce our suggested MSRP.

AccuformNMC, in its sole discretion, reserves the right to discontinue doing business with any distributor reseller that advertises any product(s) at a price that exceeds MAP parameters noted above.

## **Payment Terms**

We accept major credit cards. Please call our finance department with any questions 800-237-1001. Distributor orders are subject to credit approval.

# **Production Quantity Variations**

Shipments shall be for exact quantity for quantities up to 250. Shipments are subject to quantity variation of up to 5% of the quantity ordered for quantities greater than 250.

# **Product Accuracy**

- 1. Products will be furnished within ordinary commercial variations.
- 2. Agreement regarding tolerances on critical dimensions must be reached before execution of orders. Clerical errors are subject to correction. When conflicting models and prints are submitted, prints will be followed unless otherwise instructed in writing.



## **Product Specifications**

Product colors, material choices, and other specifications are subject to change without notice and may vary. Colors are reproduced as accurately as possible – read more about this under "Matching of Colors". AccuformNMC products may be discontinued at any time without notice.

### **Product Descriptions**

AccuformNMC attempts to be as accurate as possible. However, AccuformNMC does not warrant that product descriptions or other content on AccuformNMC.com is accurate, complete, reliable, current, or error-free. If a product offered by AccuformNMC itself is not as described, your sole remedy is to return it in unused condition.

### **Color Matching**

Products, and art proofs, are viewable by computers connected to the Internet on a variety of browsers that can often create uncontrollable variations on imagery, colors, etc. These computers may view AccuformNMC products solely through their computer screens ("Monitors"). Monitors may be configured to display images and colors in a variety of ways. There are many possible settings for Monitors and there is no true uniform standard to which all monitors conform. What may look one way on one monitor, will look different on another. This is especially true with colors.

Further, computer monitors display images with light and use a standard known as RGB to do so. AccuformNMC produces products in a variety of ways (CMYK, and others) that do not use light. As such, you agree that AccuformNMC does not guarantee that the colors as they appear on the screen will look the same as the colors as they appear on the purchased product. The team at AccuformNMC works hard to make the colors on the screen be as true as possible to the printed colors, however, the differences in Monitors and the differences between light and pigment make it impossible to guarantee matching colors. Light at your workstation may also interfere with appearance of colors.

#### **Proofs & Artwork**

Proofs are made available upon request at time of order, not at time of quotation. Pre-order proofs may be requested on quotes where artwork design demands clear communication and visibility. Signed approval will be required prior to production and will be done via secured link to your email inbox. Requests for artwork proofs may delay shipment of your order. Artwork designed by AccuformNMC shall remain our property.

- 1. Where design charges or special fixtures are required, all items created especially for this work will be retained for your exclusive use but remain property of AccuformNMC.
- 2. We assume full responsibility for the upkeep of custom artwork, fixtures, tooling etc. if they remain unaltered and in use. Six months after receipt of the last order, custom items may be converted, re-used, modified for alternate use, or scrapped by AccuformNMC.
- 3. We will not produce anything we deem offensive or obscene.

# **Bilingual Product Disclaimer**

AccuformNMC makes no warranty, expressed or implied that the translations throughout this website, and our print catalogs, are in fact the dialect used within your geographic region. If you require a specific translation, please provide it in writing with your order. If we are asked to provide translation, it will be in the dialect of our choosing unless otherwise specifically directed. Without translation direction, AccuformNMC will provide Spanish translations with a Mexican dialect, and French translations with a Canadian dialect.



## **Copyrights & Patents**

AccuformNMC will not knowingly reproduce anything that is copywritten, trademarked, etc. unless you are the owner of said copywrite, trademark, etc.

- 1. You will indemnify, defend, and hold harmless against any claim made or action brought against us on the grounds that goods manufactured by us, for you, infringe upon any letters, patents, copyrights, trademarks or trade names.
- 2. Duplication of existing designs is entirely at your risk. AccuformNMC cannot be held responsible for infringing on design concepts, trade dress, copyrights, trademarks or other items deemed intellectual property owned by another entity.

### **Custom Products & Pricing Contracts**

- 1. All quotations are subject to change due to fluctuations in plant conditions and prices of raw materials.
- 2. Cancellation of orders will not be accepted after order has entered production. Quoted pricing is good for 30 days unless otherwise noted or agreed upon.
- 3. Custom products are not returnable.

# **Shipping Your AccuformNMC Order**

**Regular Shipping**: Unless otherwise requested, your order will be shipped best way by the carrier of our choice, typically UPS, FedEx, DHL, or USPS. Contact Customer Care for specific shipping terms. Due to regulatory requirements, some items must ship via ground.

**Truck Shipments** (LTL - Less than Truckload): AccuformNMC is committed to getting items only transportable by truck to you in excellent condition, and in a timely manner. We know that your business depends on speed and convenience. To assist in providing advance notice on items that MUST ship by truck, we have identified those items and this list may be obtained from our Customer Care Team. This list is updated regularly. If you do not have a preferred LTL carrier, we will help determine the best carrier for your order. On occasion, large quantity orders may be more cost effective to ship via LTL carrier; in these instances, you will be notified prior to shipment as this may impact AccuformNMC's \$750 Free Shipping Program.

**Damaged Shipments**: Damaged shipments can and do occur, despite AccuformNMC category-leading best packaging efforts. You should inspect all items upon receipt. If damage occurs in transit, you should note the extent of the damages on the packing slip and contact AccuformNMC immediately. Our responsibility for loss or damaged items ceases when the carrier accepts the products for shipment.

#### **Address Corrections**

AccuformNMC is NOT responsible for incorrect address charges, and these charges will be billed accordingly.

# **Return & Replacement Policy**

Refer to details found here.