

## Ohioyle Prints, Inc

*The Guaranty, Terms and Conditions below are a summary and may be modified at any time without notice by Ohioyle Prints, Inc. For a complete Guaranty, Terms and Conditions contact your sales representative.*

### Copyright Notice:

Ohioyle Prints, Inc. (OP) all rights reserved. All content on this web site, including text, graphics, logos, images and software is the property of Ohioyle Prints, Inc. or their respective holder or licensee.

### Terms

Ohioyle Prints, Inc. offers net 30 terms upon approved credit. A credit application must be filled out completely. You can submit your credit application by fax; 724-329-1001. The credit process can take up to two weeks for approval. It is at the sole discretion of Ohioyle Prints, Inc. to grant terms. At any time your account becomes delinquent Ohioyle Prints, Inc. can rescind your net 30 terms.

### Electronic Data Interchange

Ohioyle Prints, Inc. has partnered with Paragon Consulting Services to expand their B2B offerings. Ohioyle Prints, Inc. is currently using Product Activity (852) and Invoice (810). If you would like more information please contact our accounting department @724-329-4652 ext 137. If Ohioyle Prints, Inc. and customer mutually agree to use an Electronic Data Interchange (EDI) system to facilitate purchase and sale transactions, customer agrees that it will not contest: (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule on the basis that such records were not originated or maintained in documentary form. Ohioyle Prints, Inc. and customer will negotiate and agree on technical standards and methods to use in making EDI purchases and will use reasonable security procedures to protect EDI records from improper access. In the event of a conflict, the business records maintained by Ohioyle Prints, Inc. regarding EDI purchases made by customer shall be deemed to be conclusive.

### CPSA Compliance

Ohioyle Prints, Inc. is complying with the Consumer Products Safety Act, Title 16, Part 1303 regarding lead products and CPSC HR 4040 regarding lead content. We are also complying with sections 102, 101, 103 & 108 of the CPSIA regulations involving phthalates, lead, tracking and third party testing. Ohioyle Prints, Inc. strives to comply with the Flammable Fabrics Act (FFA) and Toy Safety (ASTM F963) regulations. Certificates are available by request to Ohioyle Prints, Inc. 410 Dinner Bell Road, Ohioyle, PA 15470 or 724-329-4652.

### Prices

Ohioyle Prints, Inc. is not responsible for typographical errors regarding published price(s). Prices are subject to change without written notice.

### Sales Tax

Customers are responsible for payment of all applicable state and local taxes or for providing a valid sales tax exemption certificate.

### Damages/Defective Product

We take great pride in our workmanship and stand behind all of our products. It is our continued efforts to provide high quality merchandise. Ohiopyle Prints, Inc. will replace any defective product or issue credit. Ohiopyle Prints, Inc. does quality checks thorough out the manufacturing process. If any damaged or defective merchandise is received, it's the customer's responsibility to notify Ohiopyle Prints, Inc. within five working days from receipt of order by calling our customer service department at 800-365-7365. If you qualify for a return a letter and ARS tag will be mailed to you. DO NOT RETURN ANY PRODUCTS WITHOUT AUTHORIZATION.

### Guarantee Policy

When purchased at the guarantee price, Ohiopyle Prints, Inc. offers a product guarantee on merchandise sold under the My Town Originals® name. For full disclosure of our guarantee policy visit [www.mytownoriginals.com/partners/terms-and-conditions](http://www.mytownoriginals.com/partners/terms-and-conditions) or contact your sales representative.

### Credit Balance

Credits can be used toward future purchases or for any unpaid invoices. Customer agrees that any credit balance(s) issued by Ohiopyle Prints, Inc. can be applied to any outstanding invoice. If customer has not claimed or requested to apply a credit within one year of issuance of the credit then said credit will be cancelled and Ohiopyle Prints, Inc. shall have no further liability. Any cancelled credits shall be deemed to Ohiopyle Prints, Inc. for purchasing merchandise. Ohiopyle Prints, Inc., at its sole discretion, can apply unused credits to pay any unpaid or open invoices including but not limited to invoices not paid due to bankruptcy.

### Royalty

As a continuing effort to support our schools, Ohiopyle Prints, Inc. will make a royalty payment on a voluntary basis and is not mandated to do so unless obligated by contract. Any unclaimed voluntary royalty payment will remain the property of Ohiopyle Prints, Inc. after one year from the date a check is issued. The royalty payment is calculated by wholesale net sales. The money is distributed to each school on a quarterly basis. Ohiopyle Prints, Inc. understands the importance of having a licensing agreement with each school. You can find additional information about our licensing program at [www.highschoollicensing.com](http://www.highschoollicensing.com).