

NORTH COAST POTTERY AGREEMENT

This Agreement is entered into by North Coast Pottery, LLC, (“Seller”), and (“Buyer”)

CUSTOMER SHIPPING RESPONSIBILITY

Buyer understands that freight is billed separately from the pottery order by a third party. The cost of freight is in addition to the pottery cost. Buyer is responsible for all freight charges as well as all fees in connection with shipping including those that may occur unexpectedly from U.S Customs. Buyer understands that, although rare, U.S. Customs randomly selects containers to be x-rayed or completely unloaded for exam. This is completely at the discretion of U.S. Customs. Buyer is responsible for all freight charges, U.S. Customs Border & Protection (CBP) or Canada Border Service Agency (CBSA) charges, Exam Fees, X-Ray Fees and Import Taxes. Buyer agrees to pay directly to the freight company all freight charges incurred prior to the container being released from the U.S. port for final delivery to Buyer. If full payment is not received by the freight company by the time the container is ready to be released from the port, Buyer understands that there may be Demurrage Fees in excess of \$250.00 per day enforced by the Port Terminal which are also Buyer’s responsibility and are due before the container will be released. Buyer releases Seller from any liability incurred as a result of Buyer’s failure to pay any of the above freight charges or fees.

A 3rd party freight company handles all shipping. Seller will handle all logistics and documents required for the order to arrive at Buyer’s final destination. Currently, Seller uses two companies that provide competitive rates for shipping: CDS Overseas Inc. & Top Ocean Consolidation Services Inc.

DAMAGE CLAIM

Customer satisfaction is a priority for Seller and immediate credit will be given for damages sustained during shipping upon approval by Seller. Three percent (3%) of invoice breakage tolerance is the Buyer’s responsibility. Any claims for damage beyond three percent (3%) must be completed immediately upon receiving the container in Seller’s “Damage and Quality Claim Form” and must be e-mailed to Seller within 10 days of delivery and are subject to Seller’s approval. Please contact your representative for a form. Photos of each individual damaged item must be included for credit. If breakage occurs, please note which color and size was broken (A, B, C, etc.) with “A” always being the largest size in the set.

The most common place to see breakage is at the rear of the truck as soon as the door is opened. If there is excessive damage, please take photos immediately before the first pallet is unloaded. Please note that breakage cannot be used as the sole reason to refuse the shipment, goods or payment.

DELIVERY/ UNLOADING

Final delivery to the Buyer's destination is via semi-truck trailer. Two hours of unloading time is included in freight cost. Buyer understands that two hours starts when the container arrives at Buyer's location. The freight company will bill Buyer separately for any additional unloading time beyond two hours at local rates after unloading. Buyer agrees that Buyer's employees will never open the semi-truck trailer door and will always allow the truck driver to do so. Please use extreme caution when approaching the container after the door has been opened as products may have shifted significantly during transport. It is the Buyer's full responsibility to unload the pottery from the trailer and to have the proper equipment (staff, forklift, pallet jack, etc.) available to unload the pallets/products from the semi-truck trailer.

Please use caution and wear gloves when handling pottery as the goods are extremely heavy and may have sharp surfaces. Seller will not be held responsible for any injuries to Buyer, Buyer's employees or its agents, which occur during the unloading or handling of the merchandise. Buyer hereby releases, waives, discharges and covenants not to sue Seller, its officers, employees or agents from or for liability for any claim of damages or personal injury that occur as a result of handling pottery.

PRE-PRICING & LABELING

North Coast Pottery will be printing all labels for you. If you would like price or UPC Labels, please send in the "Pre-Pricing Label Form" within 2 weeks after the order is confirmed. North Coast Pottery is not responsible for Label Forms that are not submitted on time.

Please DO NOT send physical labels to North Coast Pottery.

Delivery Month

Average minimum 4-5 Lead Time from the confirmation of the order to delivery. Ship date is not guaranteed and will be confirmed on your order estimate.

PAYMENT/ TERMS

Terms: 40% Deposit is required for confirmation, 50% when the goods are shipped from the factory and 10% in 30 days.

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In addition, any dispute or controversy arising out of or relating to this Agreement will be decided by mediation in the State of Utah. If the mediation does not result in a resolution of such dispute or controversy, it will be finally decided by an appropriate method of alternate dispute resolution.