

Cooler Concepts Terms and Conditions

Cooler Concepts Return Policy:

Suitability of the finished product for end use is solely the responsibility of the purchaser. Cooler Concepts implies no warranties. All claims and/or requests for returns must be made within 60 days of the shipment date. Cooler Concepts will accept no claims whatsoever after 60 days. Return shipments will not be accepted for credit without prior authorization and return merchandise authorization number. In the event of any problems with the product: please submit samples of defective material together with an explanation of how the product is defective. Cooler Concepts will immediately test the samples. If it is determined by Cooler Concepts that there is a direct problem with the product that does not match the product qualified, Cooler Concepts will issue a return merchandise authorization number to be used for return of defective product. Once product is received a credit will be issued for the defective product and freight. In some cases, a credit may be issued without the return of the product; however this too requires prior approval and the need to follow the procedures outlined above.

Please be sure to evaluate the Standard Product Fact Sheet and evaluate samples to ensure the product is compatible with your printer and ink. ALWAYS test to determine the suitability of this paper for use with your equipment and your methods. The Seller's and Manufacturer's maximum obligation shall be to replace any paper that has been proven to be defective. Neither the Seller nor the Manufacturer shall be liable for any injury, direct or consequential, arising out of the use of, or inability to use, this paper.

Digital Product Storage Conditions:

Bulk storage only recommended for situations where storage and transit involves temperature and humidity controlled. Ideal Storage Conditions: Between 59° and 77°F .and 30% to 70% RH.

CC cannot be responsible for degradation that occurs during transit or storage. Sealed packaging will withstand greater temperature and humidity, however all handling should be tested to evaluated and each distributor should determine fit for use.

Conditions of Sale

1. Buyer and Seller agree that the following terms and conditions constitute full and complete agreement between Buyer and Seller with respect to this transaction. These terms and conditions may only be modified by written document signed by both parties. Products received by Buyer from Seller shall be deemed to have been delivered only upon the terms and conditions contained in this document.
2. All recommendations and information provided for print settings, coat weight, applications, etc. are suggested use only. Final determinations on proper use of this product to fit the application(s), is the responsibility of the buyer.
3. The prices quoted are exclusive of any present or future federal, state or local taxes. Any such tax will be added to the price and paid by Buyer. All products sold hereunder shall meet Seller's specifications for such product and are subject to Seller's standard manufacturing variations and practices.
4. All sales are final. In the event a product return of unused and unopened product is authorized, a 25% restocking fee will be applied.
5. Interest is charged on past due accounts at 1.5% per month.
6. Seller shall not be liable for any expense, loss or damage resulting from any delay or prevention of performance not excluding causes by fires, floods, acts of God, strikes, event of any such delay, production time shall be extended by a period of time equal to the time lost.
7. Cooler Concepts will exercise all efforts to deliver product within a reasonable time. Due to our on demand manufacturing, Cooler Concepts does not offer.
8. Seller warrants that title to the goods sold to Buyer is free of defects and is in conformity with Seller's standard specifications for the goods sold hereunder. SELLER AND BUYER AGREE THAT IN CONSIDERATION OF THE EXPRESS WARRANTY ABOVE, ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THIS CONTRACT. The sole and total liability of Seller and the exclusive remedy of Buyer arising out of the sale or furnishing of goods hereunder or their use, whether arising under warranty, tort (including negligence), strict liability or otherwise, shall not exceed the price of the goods sold hereunder. In no event shall Seller be liable for any special, incidental or consequential or liquidated damages. All claims must be made within thirty (60) days after receipt of the goods by Buyer.
9. Goods sold hereunder are sold F.O.B. Seller's facility. Title to and risk of loss to the goods sold hereunder shall pass to Buyer or common carrier at point of origin. Seller reserves the right to ship from any factory or shipping point and to select routing.
10. The sale shall be governed by the laws of the Commonwealth of Minnesota. Any claims arising out of this sale or the furnishing of goods hereunder shall only be instituted in the state or federal court having jurisdiction over Seller's business office located in Plymouth, Minnesota.
11. In the event the seller incurs additional shipping expenses due to international shipping preparations, the seller reserves the right to pass along these expenses to the buyer.
12. Any legal work required by the seller to enforce this contract or to collect past due account receivables will be the financial responsibility of the buyer.