

## **General Terms and Conditions of Sale**

### **Scope of Application**

Insta Graphic Systems (“Insta”) shall offer, sell and deliver components, equipment, accessories, spare parts and heat transfers (“Products”) subject to the General Terms and Conditions of Sale (“General Conditions”) as contained herein unless otherwise expressly agreed in writing.

### **Purchase of Products and Responsibilities Relating Thereto**

Customer shall order Products exclusively pursuant to the General Conditions of Insta. All orders for Products must be submitted to Insta in writing containing a description of the Products being ordered, quantity of products, model number, delivery, billing location and requested delivery dates. Any General Conditions in the customer order and/or which are in addition to or inconsistent with Insta’s General Conditions are not applicable, unless expressly accepted in writing by an authorized Officer of Insta.

### **Prices and Terms of Payment**

- Prices are quoted in U.S. Dollars and are valid for 30 days.
- Prices are EX WORKS INCOTERMS 2010 and are exclusive of any present or future federal, state, local, or other taxes applicable to the sale of product unless otherwise stated.
- All orders are subject to approval by Insta’s credit department and Insta may require that Customers with unapproved credit ratings make partial or full payments in advance of shipment or on delivery.
- Insta reserves the right at any time to revoke any credit extended to Customer if Customer fails to pay for any shipments when due, or if in Insta’s opinion, there is a adverse change in the Customer’s financial condition. Insta may, at its option, delay or cancel any accepted order if Customer fails to pay any invoice when due.
- A late payment charge of two percent (2%) per month will be added to invoice amounts unpaid after 90 days from the invoice date and will be charged from the due date of the invoice.
- Accounts with returned checks are subject to a \$50.00 per check service charge.

### **Delivery, Risk of Loss and Default of Delivery**

- All orders are shipped EX WORKS, Cerritos, California. Risk of loss shall pass to Customer upon shipment by Insta. We cannot accept liability for the failure of any carrier to fulfill a promised delivery time. Insta may ship an order in separate packages.
- Packages received damaged should be noted as such with the carrier at the time of delivery. Insta must be notified immediately and product must be kept in original packaging for carrier evaluation and/or returned when applicable. Damaged packages and product should be photographed, if possible. Our 30-day return policy will still apply.
- Delivery dates indicated on quotations and on acknowledgements of orders are approximate and not guaranteed. Insta will do everything possible to maintain the shipping dates given herein, but Insta shall

not be liable for delays in delivery or performance or failure to manufacture or deliver due to causes beyond its reasonable control.

### **Heat Press Limited Warranty**

This limited warranty (“warranty”) is given only to the original end-user/retail purchaser (referred to in this warranty as “Original Purchaser”) of the accompanying product and accessories (collectively referred to in this warranty as “The Product”).

#### What is covered?

- “The Product” includes Machines, Parts and/or Accessories.
- Except as otherwise provided herein, Insta Graphic Systems (“Insta”) warrants that The Product will be free from defects in materials and workmanship when used under normal conditions.

#### What is the length of the Warranty Periods?

- Machines: One year parts and 90 days labor from the original purchase date.
- Machine Parts and Accessory Items: 90 days from the original purchase date.
- For additional warranty information, refer to the applicable machine manual.

#### This warranty does not cover:

- Physical damage to the Product.
- Damage caused by improper installation, improper or abnormal use, misuse, neglect or accident (including but not limited to transporting The Product without the proper preparation and/or packaging). This limited warranty is VOID if The Product has been altered or modified in any way (including but not limited to attempted warranty repair without authorization from Insta and/or alteration/removal of the serial number).

### **Heat Transfer Limited Warranty**

- All statements, technical information and recommendations concerning products or samples provided by Insta are based upon tests believed to be reliable but do not constitute a guarantee or warranty.
- Since the conditions under which Insta’s heat transfer products may be applied to garments and other products are beyond its control, Insta assumes no liability for the results obtained during and from the transfer application process to the garment fabric or otherwise. It is the Customers responsibility to independently determine, prior to use, the suitability, finish and washability of these products for their specific applications and that the end product derived meets all applicable performance and regulatory requirements. Insta will not assume any liability for products which have been laundered with soaps containing bleach, or harsh detergents with bleach or bleach particles. No warranty, expressed or implied is given. Insta’s liability is limited only to the purchase price of the heat transfers.
- This limited warranty is further subject to the condition that Customer notifies Insta of any defect in material or workmanship within thirty (30) days of the date of delivery.

- Heat transfers should be stored in the original packaging until ready for use. Store out of direct heat, sunlight or high humidity. Shelf Life is one year from date of shipment unless otherwise specified in writing.
- The Customer is financially responsible for special product testing performed by an independent lab.
- All screens and films are the property of Insta Graphic Systems.
- Insta shall not be responsible for any consequential, incidental, or contingent damages whatsoever, including but not limited to, lost profits, loss of use or production or loss of capital, even if it has been advised of the possibility of such damages.

**Returning Product: All Returns Require Prior Authorization (RMA)**

Insta's limited warranty is subject to the condition that Customer notifies Insta of any defect in material or workmanship within thirty (30) days of the date of delivery.

In order to process your return quickly and accurately, returns can only be accepted with a RMA Number issued by our Customer Service Department; RMA Numbers are valid for 30 days from the date issued. All returned merchandise should be in its original condition or additional restocking fees may be assessed). Product returned without a RMA Number will be refused and will not be processed for credit. Based on the nature of the return, certain requests may only be accommodated with an additional restocking fee.

**Return Order To:**

Insta Graphic Systems  
13925 E. 166<sup>th</sup> Street  
Cerritos CA 90703-2431 USA

**Heat Presses**

All sales are final. No returns.

**Custom/Non-Stock Items**

Custom designs are non-refundable because these items are made specifically for you according to custom specs.

**Stock Letters and Numbers**

This Product can be returned, damage free, prepaid freight with a 20% restocking fee, within 30 days. Returnable stock letters and numbers must meet the following criteria: (i) Black or White and (ii) Unopened packs.