

TERMS & CONDITIONS OF SALE

PURCHASE ORDER REQUIREMENTS:

PURCHASE ORDER CHECKLIST

Avoid production delays, make sure your order is **CLEAR** and **COMPLETE**. To begin production, we need ALL of the following information on the PO:

- **Correct Style Number & Quantity**
- **Product Color, Lid Color & Imprint Color**
- **Correct Pricing and Set-up Charges**
- **Vector Artwork, Layout & PDF Composite**
- **Confirmed Ship-to Address & Shipping Method**
- **Requested Ship Date & In Hands Date**
- **Contact Name, Phone Number & E-mail Address**
- **Approved Credit or Prepayment**
- **Approved Email Proof or Product Proof**
- **Clear Instructions for any Special Requests**
- **Freight Quotes MUST be noted on PO - shipping costs cannot be changed later, so quote will not be honored if not on the PO.**

E-MAILED ORDERS

Must include PO# in the Subject line, Company Name, and Contact Information. Do Not Include Order Information in the body of the E-mail that is not included on the PO. We prefer to receive order and art together in the same email.

STANDARD SERVICE ORDERS – Send order and art TOGETHER
to **orders@garyline.com**

RUSH SERVICE ORDERS – Send order and art TOGETHER
to **rushorders@garyline.com**

ART FILES

Please send an art file attachment and a pdf / hard copy so we can visually confirm that the art matches the art file. Art files should be sent in the same email as the PO to **orders@garyline.com**.

PRICES

Subject to change. Visit www.garyline.com for current prices. If no price is listed on the order, we will add standard pricing and all appropriate set-up and rush charges. Pricing is considered agreed and accepted if we are not notified of a discrepancy after the Acknowledgment and before invoicing.

VOLUME QUOTE REQUESTS & CO-OP PROGRAMS Email quotes@garyline.com

SCREEN CHARGE: \$55 (v) / color / location / copy change on all new orders.

RE-ORDER SET UP CHARGE: \$25 (v) / color / location / copy.

INK COLOR CHANGE CHARGE: \$25 (v) / color .

DIGITAL SET UP CHARGE: \$65 (v) / imprint / location on all new orders.

DIGITAL RE-ORDER SET UP CHARGE: \$65 (v) / imprint / location.

REPEAT ORDERS

Must specify previous Invoice or PO#, Style #, Color & Imprint Color. Orders more than 2 years old will require a new screen charge and must be accompanied by new artwork. Reorder copy must remain EXACTLY the same. Do not specify re-order if there is a copy or item change. Product colors vary by lot and cannot be guaranteed exact match to previous PO. **To match a prior imprint color or product color exactly, you must submit a sample from the prior order.** To confirm current product color, order a free sample from samples@garyline.com and include your shipper #.

CONFIRMATION ORDERS

Garyline is not responsible for duplicate orders if "Confirmation" or "Do Not Duplicate" is not clearly marked, or for duplicate orders with no PO# or different PO#'s.

EXACT QUANTITIES:

Add \$15 (v) for exact quantities. Products are available in multiples of 50 or even case pack at no extra charge unless otherwise noted. Bottles or cups are case pack quantities per color only. Exact quantity charge applies when no overs or unders can be accepted at any location. This must be specified on the order. Credit will not be issued for overs and orders will not be setup again for unders.

LESS THAN MINIMUM:

Add \$50 (v). Absolute minimum is listed on each page. 1 color, 1 location only. Use first column price – Special pricing and EQP does not apply. Not available on rush service.

ACKNOWLEDGEMENTS:

Order acknowledgement will be automatically e-mailed within 1 business day on standard orders showing price, product, quantity, and ship-to address. Estimated ship date may change depending on art, proof, and credit approval. Please review carefully and contact us immediately via phone or email to correct any errors. We will consider no reply as acceptance of price and schedule. Additional charges due to artwork and other changes will appear only on the invoice.

EMAIL PROOFS:

Email proof is available by request: Add \$10 (v) and add one production day. Garyline will not automatically send an email proof. A complimentary email proof will be required on all orders over \$500 (z). Email proof will be sent for orders with unclear layout or excess copy within 1-2 days, a

charge of \$10 (v) will apply. Delays in approval or changes will delay order. Production does not begin until we receive a signed proof. One revision will be made at no charge. Additional changes will be charged \$10(v) / revision. Approval of email proof is distributor's responsibility – there will be no credit for errors after proof is approved. Additional proof charge will be added, automatically, for revisions on proof request(s).

PRODUCTION PROOFS:

\$40 (v) / color / plus Screen and PMS color matching charges. See individual product listings. Production proof adds 5 days to production. Production proof is recommended on large orders. Product proof for digital transfer is \$135 (v) / imprint - 7 work days.

DISTRIBUTOR SAMPLES:

Extra samples for distributor will be billed for the item price plus the shipping cost.

RANDOM SAMPLES:

No charge up to \$5 / order. Blank samples may be substituted depending on the color and style requested. Please provide shipping account number and shipping method to samples@garyline.com

UNIMPRINTED / BLANK ORDERS:

End quantity price, catalog minimums apply - minimum order \$100. Unprinted goods are packed differently, and must be ordered in factory case-pack increments. Re-Stocking Charge - 40% for unassembled goods only. Assembled products are not returnable except for product defect.

ASSORTED PRODUCT COLORS:

Order must state colors requested. All items must be ordered in case-pack quantity per color as specified on product page. Maximum 4 colors / order unless specified otherwise. Assorted colors will not be packed in exact quantity / color. Assorted colors within each box in roughly equal quantities (+/- 10%) requires special packing charge of \$.25(v) / unit. Exact quantity for each color add \$30(v) / color in non-case-pack quantities.

CREDIT CARDS: Visa, Master Card, Discover & Amex. Click to [Pay Online](#)

TERMS: Net 30 days upon approval of credit references.

SELF-PROMOTIONS:

End column price less 10% - catalog minimum. Imprint must be for same company as P.O. Screen, PMS and Additional Color Charges apply.

CANCELATIONS & CHANGES:

All cancellations and changes to an order must be submitted in writing to your account manager's email that can be found in the order acknowledgement, and subject to confirmation. Changes must be made at least 2 work days prior to estimated ship date. Orders may be delayed. Cancellations

are subject to charges for the work already completed including artwork, setup charges, labels and production cost.

PRODUCTION TIME

STANDARD SERVICE:

7-10 business days on most items for 1 color / 1 location imprint. Additional imprints, email proofs, PMS Match and above catalog quantities will add one or more production days

RUSH SERVICE:

Rush Service is availability is listed on product pages including production time and rush charges for each item. Rush orders must be received by 2pm EST / EDT. One color / one location imprint only. No proofs available. Catalog quantity only – not available for less than minimum. Production time does not include day order is received; production time will begin after approval of credit, receipt of usable art or approval of proof.

Standard and Rush Service can vary in peak-season: May - Sept. All orders are subject to our standard conditions of sale and review prior to acceptance.

FRAUD ALERT / SPOOF EMAILS

Fraudulent or spoof emails that contain viruses, malware or request credit card payments are a problem in the world today. If you receive a fraudulent email that purports to be from Garyline or from a Garyline employee - please report it immediately to sales@garyline.com.

Here is a link for more information on avoiding these fraudulent emails: <https://www.consumer.ftc.gov/articles/how-recognize-and-avoid-phishing-scams>

PACKAGING

ORDER QUANTITIES: Orders are shipped in case quantities. Orders will be rounded to the nearest case-pack within 5%

OVER or UNDER-RUNS:

Due to the difficulty of manufacturing exact quantities, we reserve the right to overrun or under-run by 5-7%. If no over-runs will be accepted, order must clearly specify "no over-runs." These orders are subject to a 5-7% under-run or exact quantity charge of \$40(v). Over-runs will be billed to pre-payment credit card without notification.

CARTON BREAK / EXACT QUANTITY CHARGE:

\$ 15 (v) / carton. Not Available on all items. Order quantity will be rounded to nearest case quantity within 5%. Sport bottles are available only in case quantities as listed on each product page.

DRINKWARE POLYBAGS:

Some products are polybagged to protect the product during shipping. These items are marked on each product page. We can remove the polybag on request for TB and MRB sports bottles, , but strongly recommend that all auto tumblers, MXB, TXB and ITB sports bottles are shipped in polybag, so we will send notification and ask for your specific approval and waiver for potential shipping damages. if you choose to remove the polybag on these items.

SPECIAL PACKING: Call for pricing

INDIVIDUAL POLYBAG: Add \$0.15(v) unit

POLYBAG MULTIPLE UNITS: Add \$1.00(v) set

COLOR ASSORTMENTS IN EACH POLYBAG: Add \$1.25(v) set

MASTER CARTON CHARGE: \$6.00 (v) per master carton

CUSTOM CARTON LABELING: \$2.50(v) per carton

CUSTOM ITEM LABELING: \$0.25(v) / supplied label; \$0.50(v) for bar code label that we print.

CUSTOM INSERT FOR BOTTLES: \$0.25(v) / supplied insert - insert size must be approved prior to order.

CUSTOM FUN KITS:

Add Next Column Price for any three items plus \$1.20(v) assembly charge. Screen Charge = \$100V including 1c on all items. Add \$0.25V / item for provided inserts.

SHIPPING

F.O.B. Point: Bronx, NY 10474

DROP SHIPMENTS: \$10(v) per end user destination - Must ship in case-pack quantities per location

INDIVIDUAL MAILING BOX & LABELING: Add \$4.00(v) / unit - USPS mailing cost is not included

SPLIT SHIPMENT DATES \$25 (v) within 6 months:

HANDLING CHARGE: Add \$2.50 (z) / carton u for UPS/FedEx

PICK-UP CHARGE: Add \$2.50 (z) / carton up to \$10(z) maximum per shipment for customer pick-ups less than pallet quantities

PREFERRED CARRIERS:

UPS & FedEx are scheduled for daily pick-up. Other carriers will be scheduled for the next day after schedule date. Third party orders with "Must-ship" date may be put on the last truck of the day and distributor will be billed for shipping cost. UPS is the last truck to leave. 3rd party FedEx shipments will be changed to UPS and billed for freight to meet in hand dates.

US POSTAL SERVICE: Add one production day. We recommend only using traceable USPS services.

PALLETIZING:

All truck shipments will be palletized and wrapped. Handling charge is \$20 (z) / pallet on 3rd party or collect billing. Truck Shipments that will not be received at a loading dock must specify inside delivery or lift gate service. Extra charges may apply for limited access locations. Extra charges for lift-gate, inside delivery or limited access locations will be billed separately if not specified on the order.

THIRD PARTY & CUSTOMER DESIGNATED SHIPPERS:

If you provide a 3rd party account number or designate a specific carrier, you assume responsibility from the time the order is ready for pickup and are responsible for any lost or damaged goods. UPS is the last truck to leave. 3rd party FedEx shipments will be charged to UPS and billed for freight to meet in hand dates. All chargebacks for address corrections, returns or residential addresses will be billed back to the distributor in a separate invoice at the time of the chargeback.

EARLY SHIPMENTS: will not be adjusted to a less expensive service

PICK-UP ORDERS:

SHIPPING WEIGHTS

are approximate and all cartons are subject to dimensional adjustments by carrier. Use the carton size listed on garyline.com for each product to calculate 3rd party freight.

EVENT / IN HAND DATES:

Unless specified, we reserve the right to select the best method of shipping, including overnight air service to meet the event date specified on your purchase order. We will use our preferred carrier and bill for shipping. We are not responsible for carrier delays. Most shippers including UPS, FedEx and Truck carriers no longer guarantee delivery dates on any shipments due to weather, roadway delays and labor/driver shortages. Distributor / End User are responsible for the cost of goods if the shipper fails to deliver on time.

FREIGHT ESTIMATES:

Are valid for 30 days and subject to change based on delivery time, loading dock availability and carrier surcharges. Garyline is not responsible for the difference in actual freight vs. quoted estimates. Our online shipping rate calculator is based on our negotiated rate – Air & 3rd Party shipment are subject to dimensional weight regulations by individual carrier.

EXPORT DOCUMENTATION:

\$50 (v) (except Canada) Prices do not include duties, taxes, broker fees or freight

INCORRECT ADDRESSES, ZIP CODES, AND/OR SUITE NUMBERS

Subject to \$16 (z) / carton charge-back which will be invoiced later. Address must include suite number. Address must include suite number.

RESIDENTIAL DELIVERIES:

If residential is not specified, distributor is responsible for carrier charge backs which will be invoiced later.

CHANGE OF SHIP METHOD or SHIP-TO ADDRESS:

Must be received 2 days prior to shipment. Change of address after order has been confirmed will be charged \$10 (z) to reprint labels. If cartons have already been labeled add \$1.00 (z) / carton.

PRODUCT INFORMATION

PRODUCT COLORS:

Product colors can vary slightly from one production run to the next. PMS numbers listed are not always an exact match. Color variations on imported items must be considered acceptable. Catalog photos and color swatches are approximate. If clarification of product is required, please request a FREE random sample from samples@garyline.com

SUBSTITUTIONS:

Due to necessary changes and product improvements, we reserve the right to substitute products of similar pricing, value and style for those shown in the catalog.

PLASTIC ITEMS:

Due to the nature of plastics, scuffs and scratches can be seen on darker colored plastic items. This is unavoidable in the molding and printing process. These marks are not considered a defect and will not be eligible for credit.

TOTE BAGS:

Colors can vary by dye-lot. Small variances in color are not considered defects. Stitching & imprint position can vary +/- 1/2" - all corners are not exactly square - we will align imprint to the top edge. Slight misalignment with the sides will be considered acceptable. Non-woven material has a textured surface that is visible through the imprint especially with heavy ink coverage and is considered acceptable.

COTTON

Towels and bandanas are not 100% color fast – slight bleed over time is accepted. Stitching & imprint position can vary +/- 1/2" - all corners are not exactly square - we will align imprint to the top edge. Slight misalignment with the sides will be considered acceptable.

BOTTLE & CUP CAPACITIES

are approximate liquid measure to the rim.

BOTTLE & CUP WASHING INSTRUCTIONS are listed on each product page. PETE sport bottles are not dishwasher safe - Hand Wash Only. Other bottles, cups and mugs are top-rack dishwasher-safe, but this does not include restaurant or commercial dishwashers. Imprinting on polypropylene cups and mugs is not permanent and will deteriorate over multiple washings or with abrasive cleaning.

CLEAR & TRANSPARENT PRODUCTS

Imprints on clear and frost products appear lighter due to the background light. Second Side imprints are not recommended on clear products. Dark or black imprints on transparent red, green, violet and smoke have very little contrast and are not recommended.

GENERAL INFORMATION

USE OF LOGOS:

By placing an order with Garyline, the purchaser represents the authority to purchase and distribute merchandise with the names, logos, trademarks and copyrights provided with your order and agrees to indemnify and hold harmless Garyline, its affiliates and representatives from and against all claims, liabilities and expenses arising out of or relating to an actual or alleged infringement of any trademark, copyright, service mark, etc.

UNION MADE / UNION BUG:

Garyline is under a collective bargaining agreement with Local 132 of the NY/NJ Regional Joint Board, Workers United an SEIU Affiliate. We will add our union logo on request at no extra charge in the same imprint color to all products that are made in USA. Distributors will be notified and must approve products that are made in USA with global components. Imported product can show "union printed" instead of the union logo. Please check individual items for country of origin for primary and secondary components.

RETAIL PRODUCTS:

The products we offer are intended as promotional products and not for retail sale. Retail products may have special quality, packaging or labeling requirements which must be disclosed before ordering and added to the product specifications. Products intended for retail sale must be noted on PO.

CATALOG IMAGES:

All imprinted merchandise shown in the catalog is for illustration and does not imply endorsement and/or availability for sale to anyone other than the owner of the logo.

INVENTORY AVAILABILITY:

Most products in this catalog can be manufactured in-house to meet your order requirements. All orders are subject to acceptance based on inventory availability at the time. We will work with you to find an appropriate substitute, but cannot accept liability for inability to ship due to stock shortages.

FORCE MAJEURE:

Garyline is not liable for non-fulfillment due to strikes, fires, weather, customs delays, inability to obtain raw materials, or other causes beyond our control. We are not liable for consequential or special damages due to any delay.

TERMS & CONDITIONS OF SALE:

By submitting a purchase order, the Customer agrees to these Terms & Conditions of Sales as stated in our Ordering Guidelines. In the event of a conflict between these Terms and Conditions of Sale and the terms and conditions in a Customer's Purchase Order, these Terms and Conditions shall control.

CLAIMS & RETURNS

All shipments leave the factory in good condition after inspection. All shipments should be thoroughly checked upon arrival. Factory must be notified within 30 days of any defects, omissions or errors in manufacturing or shipping, and must receive samples for inspection prior to return authorization. Only authorize returns will be accepted. If returned goods are inspected and found to be acceptable they will be made available for reshipment and no credit will be issued. No credit will be issued if merchandise is not available for return Garyline's liability shall not exceed the value of the order.

RUSH SERVICE

- Rush Orders & Art must be sent **TOGETHER** in the same email to rushorders@garyline.com
- PO# must be in the Subject Line and Email must include Customer Name & Contact Information.
- Rush Orders must be received **COMPLETE** by 2pm EST/EDT.
- Rush Orders must include In-Hands Date and Correct Pricing. Expedited shipping method will be used to meet In-Hand date.
- Any order discrepancy, clarification or approval will delay the order at least one day.
- Rush Service is for one-color, one location imprints in stock imprint colors. PMS match, multi-color imprints, multi-location imprints or proof requests will add more production time.
- Artwork must be in vector format to size including layout. Unless specified, art will be maximized to fit imprint area.
- Email or Paper Proofs add one day. Production time begins after approval.
- Credit must be Established & Current - otherwise production time will begin after pre-payment.
- Rush Charges may apply – see product listing on garyline.com for pricing.
- Product Colors are limited on some items – see product listing on garyline.com for available colors. Assorted color orders do not qualify for Rush Service. All Rush orders are subject to stock availability at the time of the order. Please check stock for your color on our website prior to sending orders.
- Our preferred carrier is UPS. The FedEx truck leaves earlier, so we reserve the right to change shipping method to UPS if needed and bill for freight. Truck shipping or customer pick-ups will be arranged for the following day.
- Changes to address or ship method cannot be guaranteed unless made 48 hours prior to scheduled ship date and must be confirmed.

- **Maximum of three Drop Shipments. Full carton quantities only for each shipping location.**
- **Less than minimum orders do not qualify for rush service.**
- **Orders over 1000 units must confirm with factory for production time.**
- **Special offers do not apply to Rush Service orders.**
- **Rush Service availability may vary during our peak season from May to September. Garyline cannot guarantee rush service in the event of severe weather, natural disasters, or any other events outside our control.**

PRODUCT SAFETY

Garyline conducts extensive testing on products, raw materials and inks (surface coatings) to ensure that all products comply with Federal regulations and CPSIA. General Certificates of Conformity (GCC) are available on www.garyline.com and the back-up testing documents are available on request.

PRODUCT SAFETY TRACKING: CPSIA requires product safety tracking label permanently marked on children's products. General use products that are not designed or intended for children can have the tracking label added as part of the imprint on request. It is the purchaser's responsibility to establish the labeling requirement at the time of the order. Email proof will be sent to show positioning. Tracking codes will be posted on www.productsafetytracking.com at no extra charge.

CALIFORNIA PROPOSITION 65 LABELING: California Proposition 65 is a local law that requires warning to consumers if a product exposes consumers to a list of over 900 chemicals. We perform extensive third party testing on products, raw materials and inks (surface coatings) to ensure that all products comply with Federal regulations and CPSIA. Some items may require Prop 65 warning labels for distribution in California. Distributors will be notified if these items are shipping directly to California, and labels will be affixed at no charge. Please contact compliance@garyline.com for a complete list of products that require California Proposition 65 labeling and a copy of our complete Product Safety Policies & Lab Testing.