

Terms & Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

This catalog (the "Publication") is offered to you ("you" or the "Customer, Associate, Partner or Purchaser") by Northern Safety, Inc. ("Northern Safety", "Company" or "We"). Please review the following Terms and Conditions which constitute the entire agreement between the Company and you governing your purchase of products ("Products") offered by Company from this Publication. Please note that your use of or order of Products from this Publication constitutes your unconditional agreement to be bound by these Terms and Conditions without any modification.

RIGHT TO CHANGE

The Company reserves the right to change these Terms and Conditions at any time. There may be typographical errors, inaccuracies, or omissions in this Publication that may relate to Product descriptions, pricing, and availability and the Company reserves the right to correct any errors, inaccuracies or omissions or to change or update information at any time without prior notice (including after you have submitted your order).

PAYMENT METHODS & TERMS

The Company accepts Cash, MasterCard, VISA, American Express, Discover, Electronic Fund Transfers (EFT's), Prepaid checks, and SmartPay®. Payment terms do not apply to credit card payments. Payment in full is due at the time of order when using credit cards. For accounts with established credit, as determined in the Company's sole discretion, the Company's payment terms are 2% 20 - Net 30 days. The Company reserves the right to require payment in full, prior to shipment of any ordered Products. You shall pay the Company interest on payment obligations not made when due, at the lesser of 1.5% per month or the highest rate allowable by law.

All prices published in this Publication are in United States dollars (US\$). All payments must be in United States dollars (US\$). In addition to the purchase price, you shall pay any and all federal, state and local sales, use, excise, transportation, and other taxes, duties or fees currently or subsequently imposed on goods furnished under these Terms and Conditions, other than taxes based on the Company's net income.

FREIGHT

Freight shall be prepaid and added to Customer's invoice. In the absence of specific instruction, the Company reserves the right to select the carrier. Title and risk of loss of each Product purchased hereunder shall pass from the Company to Customer, Associate, Partner or Purchaser upon delivery of the Product F.O.B. point of shipment. Shipping dates are approximate. If conditions arise which prevent compliance with delivery schedules, the Company shall not be liable for any damage or penalty for delay in delivery or in failure to give notice of delay, and such delay is not grounds for cancellation.

INDemnIFICATION

You agree to defend, indemnify and hold harmless the Company, its subsidiaries, and its affiliates from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of a Product or your breach of these Terms and Conditions.

DISCLAIMER AND LIMITATION OF LIABILITY

Unless otherwise specified, all Products have been manufactured or supplied by third parties. The Products are sold by Northern Safety on an "as is" basis.

NORTHERN SAFETY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION, CONTENT AND MATERIALS DISPLAYED IN THIS PUBLICATION. IN ADDITION, THE COMPANY DISCLAIMS ANY WARRANTIES ATTEMPTED TO BE CREATED BY COURSE OF DEALING OR TRADE USAGE. THE COMPANY HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PRODUCTS SOLD IN THIS PUBLICATION WHICH SERVE AS ANY BASIS OF THE BARGAIN WITH PURCHASER.

YOU AGREE THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY PURCHASER OR ANY THIRD PARTY, UNDER ANY THEORY OF LIABILITY, INCLUDING LOSS OF PROFITS, REVENUE, OR USE, AND INCLUDING THE COST OF PURCHASING SUBSTITUTE GOODS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR THE COMPANY'S BREACH OF THIS AGREEMENT, OR FOR ANY CLAIMS RELATED TO OR CAUSED BY PRODUCTS OR DAMAGES CAUSED BY DEFECTIVE, DAMAGED, OR MALFUNCTIONING PRODUCTS SOLD OR TO BE SOLD HEREUNDER SHALL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS, OR THE REFUND OF THE PURCHASE PRICE FOR THE PRODUCTS AT ISSUE, AT THE COMPANY'S SOLE OPTION.

COPYRIGHTS, TRADEMARKS, AND CONTENTS

All materials, including images, graphics, text, illustrations, designs, icons, photographs, and other materials that are part of this Publication (collectively, the Contents) are owned, controlled or licensed by the Company, one of its subsidiaries or affiliates or by third party licensors or manufacturers. The Company, its subsidiaries or affiliates or third party licensors or manufacturers own all copyright, trademark and other intellectual property rights in the Contents. All Contents and Compilation of the Contents (meaning the collection, arrangement, and assembly) is the exclusive property of the Company and is protected by United States and international copyright, trademark or other intellectual property laws. All rights are reserved. You agree that you will not take any action to interfere with or infringe upon the Company's rights, or the rights of a licensor to the Company, in the Contents.

The words Northern Safety and any other trademarks displayed or used in this Publication (the "Trademarks") are trademarks of the Company, its subsidiaries or affiliates, and third party licensors and manufacturers, and may not be used for any purpose, without the prior written consent of the Company, its subsidiaries or affiliates, or third party licensor or manufacturer, as the case may be. All rights are reserved. You agree to retain, and to not alter, all copyright and trademark notices on the Products.

PUBLICATION CONTENTS

You may use or copy the Contents of this Publication for the sole purpose of shopping and placing an order with the Company or for purchasing Company's Products, and solely for personal, non-commercial purposes. No right, title or interest in any of the Contents is transferred to you as a result of any such use or copying.

CONSENT TO JURISDICTION AND CHOICE OF LAW

These Terms and Conditions and their application shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflicts of law principles. You agree that any legal proceedings with respect to the subject matter hereof shall be submitted to the exclusive jurisdiction of the State and Federal Courts of the State of New York with jurisdiction in Herkimer County, New York and you further consent to the personal jurisdiction and venue of such courts.

GENERAL PROVISIONS

At any time that an amount is due to Company, Company shall have right, without prior notice to set off and apply any amounts otherwise owed by Company to the Purchaser in all cases.

If any one or more provisions of these Terms and Conditions shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Waiver or forbearance by Company to claim a breach by Purchaser of any provision of these Terms and Conditions, or exercise any right or remedy provided by these Terms and Conditions or applicable law, shall not be deemed to constitute a waiver by Company with respect to such breach or any subsequent breach by Purchaser of any provision hereof.

Purchaser may not assign these Terms and Conditions. Any attempted assignment shall be null and void. The Company may assign these Terms and Conditions and the rights and interests of the Company, in whole or in part. Nothing in these Terms and Conditions shall be construed to create any partnership, joint venture or agency relationship of any kind between the Purchaser and the Company.

NORTHERN SAFETY LOWEST PRICE GUARANTEE

If you find a competitor's current published price that is lower than Company's current published price, on an identical item, just show us the lower price when you buy the item from Company, or within 30 days after the invoice date of your Company purchase, and we will match the lower price. Our 30-day price-match guarantee is good on all of our Products. The item to be price matched must be from a company located in the U.S. that has the item in-stock and the price (in U.S. dollars) must be for the same quantity and terms.

- Company does not price match against prices found on the Internet sites of our competitors.
- The item must be the identical brand name and model number with the same included equipment and accessories. Company will match pricing on our competitor's private label products if they match the exact specifications of our private label products.
- Price matching will occur for items advertised by our competition excluding used, non-stocks, custom, discontinued, close out items, other special promotions, or items subject to manufacturer discounts, rebates, or typographical errors or mistakes.
- Company reserves the right to verify another company's product availability and price before issuing a price match. Company reserves the right to limit price matching to only those companies authorized by the manufacturer to sell the product.
- Company's lowest price will be determined after all additional discounts and rebates have been applied.
- If another company offers a product that comes with a free or discounted item, there will be no price match.
- Company will price match another company's final price after deducting an immediate savings offer. Company price matching is not applicable if another company offers a product that comes with a manufacturer's mail-in rebate, gift check, gift card, a similar benefit or the equivalent.
- We may limit the quantity of an item that may be price matched and reserve the right to limit quantities sold to a Purchaser.
- If you find a current published lower price that you feel qualifies for a price match, please call Customer Service, at 1-800-631-1246 or email custsvc@northernsafety.com and tell our Customer Service Representative the mailer, catalog, or newspaper where the ad appeared, along with the expiration date of the offer. The Customer Service Rep may require you to fax a copy of the ad showing the price and the page with the expiration date. If the item qualifies, a credit will be issued.
- This policy is subject to change without notice.

© 2013 Northern Safety Co., Inc.

3M and Scotchlite are trademarks of 3M.

Artwork Requirements & Specifications



Preferred Vector File Formats for Printing

- EPS (Encapsulated Post Script)
- AI (Adobe® Illustrator®, CS5 or lower)
- PDF (Portable Document Format)

Vector Files:

This refers to line art, scalable to any size, that never loses resolution. Your image will stay crisp and clean. It's **very important** when saving a vector file to convert the text to "outlines" when using Adobe® Illustrator®, or "curves" when using CorelDraw®. This is an option in vector based programs that changes the fonts used in the design into an object. This way if we don't have the specific font used in your design, our computer won't substitute it for a font we do have.

Additional Raster File Formats for Printing:

- PSD (Adobe® Photoshop®)
- JPG (High Resolution)
- TIFF (High Resolution TIFF)
- PNG (Portable Network Graphic)

Raster Files/Images:

This refers to a pixel based image, depending on the resolution, the image blurs as it's enlarged. These files must be 300 DPI at actual size. Thumbnail size JPG, GIF, or PNG files are not at a high enough resolution to be used properly.

File Tips:

Set your file up to the exact size you want it to appear on the product.

Please flatten all layers when submitting documents from Adobe® Illustrator® and Adobe® Photoshop®.

The Northern Guarantee –

All of our products are 100% Guaranteed...period. If things aren't exactly the way you want them, we'll quickly replace an item, issue a full credit, or give you a complete refund. Your total satisfaction is our top priority!

100%
Satisfaction
Guaranteed