

FREIGHT TERMS:

We will ship on our UPS number when shipping ground only; this shipping and handling charge will be added to your invoice. If expedited shipping is requested or required you must supply an account number for the shipment.

RETURNS:

No merchandise may be returned without a factory return authorization number. All boxes must be marked with return authorization number(s). Request for return or replacement must be made in writing within 10 days of receipt of product.

FOREIGN SHIPMENTS:

All foreign shipments are plus freight and document costs, inspections or any other requirements.

UNDELIVERABLE PACKAGES:

Customer will be billed for each returned package(s) due to incorrect shipping information.

DELIVERY LIABILITY:

Title of goods passes to the customer at the time the merchandise is assigned to the carrier. All goods must be inspected upon arrival. If shipment is delayed, damaged or lost by carrier, customer must file all claims with the shipping carrier. Preston Farms assumes no responsibility for merchandise once it is given to carrier. Cost to replace lost or damaged goods will be paid by customer in addition to the cost for initial order.

DISCLAIMER POLICY:

The factory cannot guarantee continuity of exact shade, color, size, weight, or construction of finished goods.

NON-FULFILLMENT OF ORDERS:

Factory cannot assume liability for non-fulfillment of orders caused by our inability to obtain materials, or embargoes, strikes, fires or any other causes beyond our control.

TRADEMARK USAGE:

Trademarks, slogans, logos or other registered marks shown in catalog DO NOT signify endorsements by their owners and are not for sale.

RIGHTS TO PROMOTION:

We reserve the rights to use all products in our advertising unless otherwise notified in writing at the time of order.

INDEMNIFICATION:

Purchaser/customer shall indemnify and hold Preston Farms harmless from any and all loss, cost, damage and expense, including without limitation, reasonable attorney's fees, on account of any and all claims, demands, actions and liability for patent or copyright infringements, proprietary rights violations, claims of libel, slander, or obscenity, invasion of privacy or other personal rights violations. Any and all artwork containing copyrighted material, trademarks or other registered marks supplied to Preston Farms for reproduction shall be deemed to have proper authorization to be reproduced.

CERTIFICATE OF INSURANCE:

A Certificate of Insurance for Preston Farms will be faxed upon request at no charge. If additional documentation is requested/required a fee will incur per insurance assessment.

TERMS:

If you have not established an open account with Preston Farms, please send a 50% deposit with your order. In order to establish terms, credit references for three (3) supplier companies and banking information are required. VISA, MASTERCARD and DISCOVER accepted.

CONTRACTUAL PRECEDENCE: Terms and Conditions as printed on our standard quotation and order acknowledgement forms and this catalog will take precedence over Terms and Conditions on the customer's purchase order or other written correspondence.

Preston Farms products are always packed under kosher conditions. Kosher certification is available, please call Customer Service for details.

Preston Farms reserves the right to change any of the above terms, conditions and prices at any time without prior notice.