

Hope For Women, LLC  
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## TERMS AND CONDITIONS OF SALE

- 1 Acceptance of Orders:** All orders placed by you are subject to acceptance by Hope For Women, LLC. Each order placed by you and accepted by us is subject to these Terms and Conditions and indicates your assent to these Terms and Conditions unless mutually agreed in writing.
- 2 Prices:** Prices to be paid are as listed in our then current Order Form or as quoted to you by us, plus applicable taxes, shipping and handling charges. Prices are subject to change without notice. All orders are invoiced at the prices in effect on the date the order is accepted.
- 3 Product Sales Brochure and Price List Data:** The Product Sales Brochure contains useful and important information about our Fair Trade eco-friendly relationship with our artisan producers and is part of these Terms and Conditions.
- 4 Payment Terms:** As members of the Fair Trade Federation and complying with the associated Fair Trade principles which require our making full payment to the artisan producers in advance of their shipment to us necessitates our requiring advanced payment.
  - A. HFW LIFESTYLE DIVISION WHOLESALE ACCOUNTS:** All orders for new accounts are CBD (cash before delivery) using VISA/MC/AMEX or certified check. With the sole discretion of HFW, terms for reorders totaling less than \$500 with HFW approved credit can be Net 30. Invoices 45 days or more past due will incur a customer service charge of 1.5% per month interest on unpaid balance.
  - B. HFW HOME DIVISION WHOLESALE ACCOUNTS:** Full payment is due upon receipt of your Purchase Order and our concomitant order acceptance as per Paragraph 1.
  - C. HFW BUSINESS DIVISION CUSTOM PRODUCT ACCOUNTS:** Full payment is due upon receipt of your Purchase Order and our concomitant order acceptance as per Paragraph 1.
- 5 Cancellation:** Due to the custom Fair Trade nature of our products, orders may not be cancelled by you for any reason.
- 6 Force Majeure:** We shall not be liable for any delay in delivery or failure to deliver any or all of the products if such delay or failure is caused by lockouts or other labor disputes producing interruptions or limitations, shortages or late delivery of raw materials, Acts of God, or other causes beyond our control.
- 7 Title – Risk of Loss:** Products are shipped F.O.B. our Vermont warehouse or from other locations within the United States. Title and risk of loss pass to you upon delivery to the carrier. For locations outside the United States, the risk of loss or damages is transferred to you when the merchandise has been delivered to the carrier based on terms and services as per INCOTERMS 2000.
- 8 Common Carriers:** Shipments made direct from our Vermont warehouse or from other locations within the United States to you or your customer will be made via common carriers licensed by the ICC. If the carrier requires such shipment made on a prepaid basis, we will bill you for such charges and a handling fee. It is your responsibility to inspect all products before signing for shipment and to note any damages on the freight bill. It is your responsibility to file said damage claims with the carrier. However, where possible, we will render reasonable assistance in settling claims.
- 9 Inspections:** You have five (5) days to inspect the goods and notify us of any visible defects or non-conformity. If during the five (5) days you do not inform us of any visible defects or non-conformity, or you use or resell the goods, or you fail to inspect the goods, it shall be concluded that the goods delivered were conforming.
- 10 Warranty – Claims:** We warrant that the products we sell will at the time of delivery be free of defects in workmanship other than those irregularities or properties consistent with hand crafted custom products and/or natural elements used in the process of creating custom hand crafted artisan products. You are expected to promptly inspect the products for defect upon delivery as specified in Paragraph 9 above. We will not take any action on a claim unless and until you have sent us a written report and associated documentation of the defects. If we determine the claim to be valid, we will, at our expense, either replace free of charge any defective products or reimburse you for your cost for such product. This is your exclusive remedy for breach of our warranty. Except for the warranties contained in this paragraph, we make no other warranty with respect to the products either express or implied. We disclaim any implied warranties or merchantability or fitness for a particular purpose, and we shall have no liability whatsoever for any damage, loss cost, labor or other charge or expense.
- 11 Severability:** A holding that any term or condition of the Agreement is void and unenforceable shall not render void or unenforceable any other terms of condition of this Agreement
- 12 Complete Agreement:** These Terms and Conditions, together with our Marketing/Sales materials, Price sheets, New Account Application, Sales and Marketing Policy and invoices, constitute the entire Agreement between you and Hope For Women, LLC and replace all prior written or oral understandings, representations or agreements. This Agreement may not be modified, amended or waived orally. No other terms submitted by you shall be binding on Hope For Women, LLC unless signed by us. Course of performance or course of dealings shall not affect the interpretation of this Agreement.
- 13 Governing Law – Jurisdiction:** This Agreement shall be interpreted in accordance with and governed by the laws, including the Uniform Commercial Code, of the State of Vermont without regard to its conflict of legal principles. You hereby consent to the jurisdiction of the State and Federal Courts sitting in Montpelier, Vermont.

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COMPANY/ORGANIZATION NAME

SIGNATURE OF OWNER/PARTNER/OFFICER OR AUTHORIZED INDIVIDUALS

TITLE

DATE