

TERMS & CONDITIONS (STOCK PRODUCT)

BACK ORDERS:

- In the event we do not have inventory available for immediate shipment on any given quantity/style you are ordering, we will advise you when placing your order. We will inform you of the next anticipated available date for the product.
- If you so request, we will notify you prior to shipping any item that has been back-ordered.

CUSTOM ORDERS

(OVERSEAS HEADWEAR & DOMESTIC EMBROIDERY):

- For price quotations, delivery and minimum requirement information, call 1-800-361-6256
 - EXT 2-1 Team East (Maritimes, Quebec and Eastern Ontario)
 - EXT 2-2 Team Central (Saskatchewan, Manitoba, Toronto GTA and Ontario, excluding Eastern Ontario)
 - Ext 2-3 Team West (Alberta, British Columbia, Yukon and the Northwest Territories)
- It is understood that our customer has written approval authorizing them to duplicate all logos they are asking us to produce. A customer must be able to provide such evidence if we so request. It is understood we will not be held responsible for any design or copyright infringements.

DELIVERY:

We cannot guarantee the arrival date of product at your premises. Once product leaves our premises we cannot be held responsible for any shipment delays.

GUARANTEE:

We guarantee all of our products which prove to be defective in workmanship or materials. If, on receipt of a shipment, you feel the merchandise is defective, notify us immediately. A return authorization will be given and goods will be either repaired or replaced provided goods are returned according to guidelines detailed under our return policy. We reserve the right to be the sole judge of what constitutes "defective workmanship or materials".

Leather; We use only first grade genuine leather skins. Blemishes, scuff marks, scratches and varying degrees of thickness, are inherent to natural skin. They attest to its true and unique nature.

Colourshades; We diligently attempt to produce all fabric runs in the same colourshade. Slightly different colourshades are to be expected, as a result of different dye lots, fabric textures and treatments. Variances in colourshades on washed fabrics are even more likely, even within the same dye lot. Due to the variances of display monitors & screen calibrations, the colours seen on a screen may not be a totally accurate reproduction of the actual product. Printed and screen images are intended as a guide only and should not be regarded as absolutely correct.

Colourfastness to Water; We guarantee the dyes used in our fabrics are colourfast to fresh water. Most dyes are not colourfast to salt water, chlorinated water or acid rain. Due to the varying chemical make-up of perspiration, some dyes are not colourfast to all types of perspiration.

Colourfastness to Sunlight; We make a concerted effort to dye our fabrics so they are resistant to fading when exposed to sunlight. All dyes, however, will eventually fade with consistent exposure to sunlight. Some dyes on some fabrics, will fade faster than others. All styles that have a ☀ icon are made of fabrics that tend to be more resistant to fading when exposed to sunlight.

Sizing; All headwear and apparel styles are assembled by hand and consequently minor variances in sizes can be expected. Please refer to website for specific details.

INADVERTENT ORDERING OF WRONG STYLES:

If, on receipt of a shipment, you find you have inadvertently ordered the wrong style/colour/size, or if your customer has inadvertently ordered the wrong style/colour/size and/or cancelled their order with you, notify us immediately. A return authorization may be given. If so, goods will be credited against the original invoice, provided they meet the guidelines detailed under our return policy. Replacement goods will be forwarded, if required, and charged accordingly. It is clearly understood that the customer is responsible for all freight costs under such circumstances and a restocking charge of 20% of the value of the goods will be withheld from the total credit.

INADVERTENT SHIPPING OF WRONG STYLES:

If, on receipt of an order, we have inadvertently shipped the wrong style/colour/size, notify us immediately. If your claim can be substantiated, a return authorization will be given and goods will be credited against the original invoice, provided goods are returned according to the guidelines detailed under our return policy. Replacement goods will be forwarded if required, and charged accordingly.

MINIMUM ORDERS:

- Headwear - 1 piece per style, per colour, per size.
- Apparel - 1 piece per style, per colour, per size.
- Accessories - 1 piece per style.
- Display Racks - 1 piece per style (AJM style 9995).
- Display Units - 24 pcs per style (AJM style 9998).

MINIMUM ORDER VALUE:

- \$30(A) per order excluding freight and taxes.

ORDER CANCELLATIONS OR CHANGES:

In view of our commitment to do our utmost to ship your orders the same day you place them, it is unlikely that we can accept any subsequent cancellations or changes you wish to make. Our highly automated system allows us to process all orders promptly, so they can be printed, picked, packed and shipped within minutes of you placing them. Your request to cancel or change your order may not be possible since it could well be in transit to you.

ORDER CONFIRMATIONS:

- If you have placed your order by telephone and then forward a hard copy, please mark "CONFIRMATION" on the hard copy. We cannot be held responsible for duplicate orders if "CONFIRMATION" is not marked on the hard copy of your order.
- We cannot be held responsible for duplicate orders if you have telephoned, faxed, e-mailed or placed online the same, or similar order more than once.

ORDERS PLACED BY TELEPHONE:

We cannot be held responsible for any errors on orders that were placed verbally. Kindly fax, (typed or clearly written) e-mail, or place your orders online. Please remember to include all of the following information:

- Your company name and address.
- Your A.J.M. customer number.
- Complete A.J.M. style number you are ordering, including the colourway and size (if applicable).
- Quantity you require per A.J.M. style.
- The carrier you would like us to use to transport the product to you.
- The full address you would like us to ship the goods to.

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ORDER TERMS:

Any terms, conditions or pricing on your purchase orders which are inconsistent with, additional to, or different from, the terms, conditions and pricing of A.J.M. International Ltd., are null and void.

PAYMENT TERMS:

- C.O.D. (cash, certified cheque or bank draft) or Net 30 days on approved credit (credit application must be submitted for our processing and approval).
- We accept payment by credit card (Mastercard or Visa). The transaction date corresponds to the shipping/pick-up date.
- We accept direct payment (ie Interac/debit card).
- Returned cheques are subject to a \$50(A) ea. charge and any credit privileges may be revoked.
- Credit limits are established for all customers.

PICK-UPS:

- Please place your order at least 3 hours prior to pick-up.
- Orders can be picked up at all of our warehouses; Monday through Friday 8:30 a.m. to 4:00 p.m. local time.
- If you instruct a third party (courier etc.) to pick-up your order, please make sure the driver knows the company name they are picking up for.
- We do not accept cash for orders that are being picked up.
- All personnel who pick-up orders, will be required to provide identification.

PRICES:

- Subject to change without notice. For up to date pricing, please visit our website www.ajmintl.com. Login and password required for dealer (Net) prices. No login or password required for retail prices.
- Volume Prices (144 - 575 & 576 & up) are valid only for orders covering the same style, colour and size.

RETURNS:

No returns will be accepted without our permission. To obtain permission, contact our Customer Service Department at 1-800-361-6256, Ext. 1. Before a return can be authorized, we require the original shipping memo number(s), ship date(s), invoice number(s), exact quantity, style/colours, you are wanting to return. If permission is granted, a return authorization number will be issued. This number must be prominently displayed outside of all cartons being returned. Your packing slip must accompany all shipments, detailing the exact authorized contents. Instructions for the method of transport will be given with the return authorization number. All returns must be sent freight prepaid by the carrier of our choice. If, after our inspection, the goods prove to be defective or unrepairable, or they prove not to be the styles shipped as ordered, a credit will be issued for the goods, as well as the outgoing and incoming freight costs. We will issue a cheque for returns to customers who paid COD, or by direct payment. We will issue credit, against the credit card, to customers who paid by credit card. If, we are responsible for the incoming freight charges, and the authorized carrier has not been used, we will credit only freight equal to that of shipping via the carrier of our choice.

UNDER NO CIRCUMSTANCES DO WE ACCEPT RETURNS THAT:

- Are returned 30 days after the invoice date.
- Are not in their original packing materials.
- Are crested, printed, transferred, embroidered or marked in any way, etc...
- You instructed us to ship to third parties.
- Have been mishandled or abused.
- Were for samples
- Are for styles we have discontinued.

It is clearly understood that it is the responsibility of the customer to check goods **ON RECEIPT** to verify styles, colours, sizes, etc. that the goods shipped, are as ordered.

SAMPLES:

- All samples will be charged.

SHIPPING:

- All approved orders for stock items, are shipped either same day or the next business day.
- We offer free local delivery (Montreal, Toronto and Vancouver), via our carrier, for orders of 144 pcs or more.
- All orders for less than 144 pcs are F.O.B. our warehouses.
- We will ship via the carrier of your choice, excluding free local delivery orders.

SHORTAGES:

If, on receipt of a shipment there appears to be either shortages and/or damages, indicate "received in bad order" on the transportation receipt. If, on inspecting the shipment, goods are missing or damaged, it is the responsibility of the consignee to file an appropriate claim with the carrier in question. If a shipment arrives in apparent good order and after further inspection of goods, product is found to have been damaged in transit and/or missing, both A.J.M. International Ltd. and the carrier, must be notified within 30 days of the invoice date. If A.J.M. International Ltd. is at fault for the shortage and we can substantiate your claim, a credit note will be issued against the original invoice and replacement goods will be forwarded and charged accordingly. Under no circumstances do we accept shortage claims for goods you have instructed us to ship to a third party.

TAXES:

All applicable taxes are extra.

THIRD PARTY SHIPPING:

We offer third party shipping, if requested, at no additional charge. (We do not offer third party shipping to our C.O.D. customers) There are, however, more stringent conditions involved with goods you have instructed us to ship to a third party.

- We do not accept shortage claims.
- We do not accept returns.

It is still your responsibility to make sure that the goods received by a third party on your behalf, are the goods you ordered. If you inadvertently ordered the wrong product, or if we inadvertently shipped the wrong product, or if we inadvertently short shipped product, and the third party further finishes the product, it is understood that you are responsible for the total invoiced amount. Please carefully weigh the advantages and disadvantages of third party shipping to determine what is best suited for you.

WEBSITE SALES TOOLS:

Our goal is to make it easy for you to sell promotional headwear and apparel. The following sales tools are available for you 24/7 on our website www.ajmintl.com:

- On-line ordering with real time inventory.
- Order tracking.
- View & download catalogue, e-catalogue, flyers & virtual programs.
- Download images and email them to your customer.
- Access distributor price lists in PDF & Excel for your convenience.
- Multiple searching capabilities, (Shape, Fabric, Price, Colour etc...) and much more...