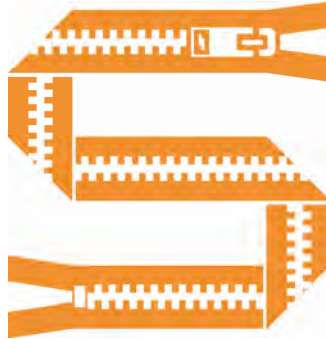


**SUPREME ZIPPER**  
Industries

**The SZI**  
**Business &**  
**Website Policy**  
**GUIDE**

The SZI Business & Website Policy Guide  
Version BWPG100110



# Supreme Zipper Industries

## **Pennsylvania**

Corporate Offices - Showroom - Factory - Warehouse

1076 Purdytown Turnpike

Lakeville, PA 18438

(570) 226 - 9501

## **New York**

Showroom

50 Madison Avenue

(Lower level - inside 10/10 Optics)

New York, NY 10010

(212) 244 - 3615

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# INTRODUCTION

**W**elcome to the wonderful section of our business and website devoted to giving all of us a headache. Believe me, it was and continues to be migraine inducing for us to keep this information relevant and am sure it gives you one reading it. But in today's society we are unfortunately forced to have this information clearly available to all we interact with. It is the basis for all activities and relationships this company will partake in both online and off line, so please do not ask us to do something in contradiction to it, we will politely decline. We urge you to read it carefully before using our website further or interacting with us. Now on to the fun; grab a cup of whatever you like to drink and read on!

## 2 - Website User / Customer Agreement

**T**he following document constitutes the entire agreement between you, any individual(s), legally formed businesses, or organizations of any kind, referred herein as “Customer” and Supreme Zipper Industries, referred herein as “SZI” for all forms of sale, inquiry, or interaction. It supersedes, replaces, and takes the place of any oral agreements, written agreements, (mis)understandings, or any other communications of any kind (including smoke signals, drum music, semaphore, or crop circles) between the parties. This Agreement may not be modified. Well, the exception would be that it could be modified if done so in writing and signed by both Customer and an authorized representative of SZI. Access to and use of this website as well as all business interactions are subject to the following terms and conditions and all applicable laws. Please review these terms and conditions periodically, as they are subject to change, be modified, have alteration done to them, or be updated at any time and at the sole discretion of SZI. If you do not agree to any term or condition, you should not use this website, make any request, place any order, or

continue to pursue a relationship with SZI. Sounds harsh, but it is the way it is.



## 3 - Controlling Terms

The following controlling terms, herein referred as “Terms”, will apply to any and all internet, phone, home office interactions, orders, and sales of all products SZI sells, manufactures, or are contracted for between SZI and Customer. The “Terms” may differ from, be in addition to, or simply may not look like those in Customer’s order, purchase order, purchase agreement, or buying/selling terms and conditions. Any of the aforementioned circumstances that conflict with, add to, or vary from the Terms, are not recognized by SZI, are and will be objected to and will be considered material alterations. Any interaction on part of Customer is dependant upon their agreement to the Terms. Any conduct or action by Customer that recognizes the existence of these Terms and subject matter herein, through submission of an online order, Customer Purchase order, acceptance of any quote, information, or actual product from SZI, or any other action between the two entities shall constitute Customer’s agreement that the Terms control the described transaction between SZI and Customer. These Terms shall be binding on SZI and the Customer

and their respective transferees, assigns and successors in interest. These terms shall apply whether or not they are physically enclosed or supplied with the goods to be sold. Special, large, or custom made orders may require a deposit (50%-100%) in advance of production or procurement and be subject to other terms and conditions of sale as may be necessary and added as amendment in writing. Any portion of these Terms declared invalid, not applicable, or otherwise unenforceable, in whole or in part, by a court of competent jurisdiction, shall not affect the validity, application, or enforceability of any remaining provision or any otherwise valid portion of the portion declared invalid. Any terms or conditions in Customer's order, which have not been agreed by SZI in writing, shall have no effect. SZI reserves the right to accept or reject any order. If any of these Terms conflict with any terms and conditions on any other agreement between SZI and Customer, these Terms shall control. SZI does apologize for such seemingly strict terms and conditions. There are always a few people looking to get something for nothing. They simply have not learned to be fair, just, and read the unfortunate fine print.

## 4 - Inconsistent Terms

If there is any dispute as to terminology or specification that will dictate, SZI will consider their additional typed terms governing over their preprinted terms; SZI initialed handwritten terms govern over SZI typed terms; SZI specifications govern over samples or drawings. The section headings in the Terms are for reference only and have no legal effect. If any portion of the Terms are voided or unenforceable, in whole or in part, the remaining provisions of this agreement shall remain in effect. If you are too confused by all this, just give us a call.

## 5 - Inquiries

**P**lease don't hesitate to contact us if you have any questions, would like additional information about our products or policies, need assistance of any kind (nothing too personal please), or to simply place an order. If you have any questions regarding any portion of the Terms, or if you wish to inquire, regarding rights of use not explicitly listed here, please direct questions to us via any of the offered channels. SZI is committed to providing outstanding customer service and high quality zipper and slide fastener products. We respond to email inquiries within 1 business day. Comments or suggestions to improve this site, your experience, or our business in general are always welcome. We really do appreciate your comments!

## 6 - Quotations

**Q**uotations are good for 30 days to the original Customer, are considered given in confidence for any and all unique situations, and will only be honored if actual order is in size and volume as that quoted. An estimate does not constitute a contractual offer or a quote but will remain open for 30 days to be reviewed or made into a quote. A budgetary illustration has no contractual relevance, either. It just means we were talking about what it might cost, got it? An order by a customer is not deemed to be accepted until the company has confirmed acceptance in writing.

## 7 - Company Advice

If asked, we will sometimes give advice for the application of a given product we sell or for a method to install same. Any advice furnished by SZI concerning any use or application of its products is believed to be reliable. SZI makes no warranties, expressed or implied, of results to be obtained.

Customer assumes ALL responsibility for loss or damage resulting from the handling or use of any SZI product, or from any such advice.

## 8 - Ordering & Order Submission

**P**lacing an order, submitting your order, or clicking the submit button on the order page of this website means you have read and agree to these terms and conditions. Prior to placing an order, wholesale Customers must have an active sales account number and Customer's account must be current and in GOOD standing. Customer must provide complete product order information as required by SZI. The product order information will include without limitation, (i) the complete product description, (ii) unit quantity, (iii) applicable color code, or other color code used in the zipper industry, (iv) current price as provided by SZI, (v) correct billing and shipping addresses. Only the authorized purchaser may place orders by fax or email with first providing the correct information and then verifying the purchase order after acceptance by SZI with any appropriate changes made. Verbal orders will not be considered binding. New customers must provide the name of business, owner's name, tax ID number, phone numbers, and fax numbers. Custom orders where color matching is critical will require a sample being sent so as to match with closest

color before the order will be accepted. SZI reserves the right to accept or reject any order. No variations or additions shall be effective unless agreed to by SZI in writing. Any terms or conditions in a customer's order, which have not been agreed by the company in writing, shall have no effect. No order submitted by Customer will be deemed accepted by SZI unless and until confirmed in writing by SZI. Customer will be responsible for ensuring the accuracy of the specifications of the order. SZI reserves the right to correct any typographical or clerical errors that are present in prices, specifications, quotations, acknowledgments or other documents or information issued by SZI without any liability on the part of SZI, and will be resubmitted to customer for acceptance and then further final acceptance by SZI. We do have a minimum wholesale order amount of \$50.00. Retail sales are minimum free.



## 9 - Custom Orders

**S**ome items are made to order and require a manufacturing period, which starts after a portion or all of your payment is received. All custom made items are NOT cancelable after materials are ordered or production has begun, they are NOT returnable! We made them for you so make sure all the specs are correct before you order. We will always help to get it right the first time.

## 10 - Minimum Order Quantities

**S**ome of the products SZI offers do have minimums. We reserve the right to adjust prices according to actual number of items ordered. That is, if a customer initially requests a quote for 30,000 pieces and subsequently orders 30 pieces, we reserve the right to adjust our price to an appropriate price for the 30 pieces actually ordered. Likewise if our customer initially inquires about 30 pieces and subsequently orders 30,000, we will accordingly reduce the price, really.

## 11 - Product Acceptance by Customer

**C**ustomer is deemed to have received, inspected, and accepted goods as satisfactory and complete in all respects unless written notice of any alleged damage or shortage is received by SZI regarding any goods supplied within 5 business days of the date of receipt, although we prefer for a notice as soon as possible. The invoice, credit, or credit card receipt in respect of the goods or products will be sent by mail (or included with the shipment if indicated) by SZI as soon as practical after the shipment has left the SZI facility.

## 12 - Processing Time

**S**ZI deals with many different products from many different sources as well as maintains a large inventory in house for both direct shipment and for custom manufactured orders. Due to these facts, processing time may vary based on the particular item specified. All attempts will be made to notify time frames for processing and actual production at the time of quoting or order placement by Customer.

## 13 - Back Orders

Items that are temporarily out of stock may be placed on back order only with Customer approval. SZI will never substitute an item for one not in stock or currently unavailable without Customer consent. Customer will be contacted if SZI has any questions regarding a substitution that has been approved in advance or requested by Customer.

## 14 - Changes & Modifications

**A**ny changes with respect to specifications, terms, delivery or any other matter requested by Customer will be in writing and must be approved in writing by SZI. Any changes affecting goods already in progress and/or produced, will be subject to additional charges to the Customer. Except when SZI agrees to supply or manufacture goods to Customer's design or specifications, SZI reserves the right to make change (s), alteration(s), or modification(s) in the design and specifications of its goods. Special orders for products ordered for Customer or large orders cannot be canceled once the material has been ordered and/or production has started. See Product Returns and Errors for further information on this topic.

## 15 - Pricing

**A**ll prices, published or quoted, are subject to change without notice and will be established at the time of order acceptance by SZI. Acceptance is automatic for retail sales through the website and is required for all wholesale account sales. Wholesale order acceptance and sale occurs at time of the Customer's purchase order verification by SZI. Prices that are quoted are good for 30 business days from the quote date. Customer shall pay price in effect at time of shipment if it has been adversely affected by factors beyond SZI control such as metal surcharges, fuel price increases, or any other price increase. Shipping costs and any applicable transaction costs are priced separately from product. Fuel costs and shipping charges fluctuate constantly. Pricing shown are as of the most recent price adjustment, but may differ at time order is placed and accepted. Please contact us with product, shipping details, delivery location, and deadline for a price quotation if desired. Prices are listed, quoted, billed, and invoiced in United States dollars, FOB the SZI Lakeville, PA 18438 facility. Prices do not include taxes of any kind;

federal, state, city, or any other government excise, sales, use, occupational, gross receipts or like taxes now in force or enacted in the future and are subject to an increase by the amount of any such tax. All such taxes and other governmental charges will be paid by Customer unless Customer furnishes SZI with an exemption certificate acceptable to taxing authorities on or before the time payment is due. See wholesale qualifications above. SZI offers products for sale to both retail individuals and wholesale entities though this website and through various forms of direct interaction. The pricing for both types of Customers varies, but is based on whether or not Customer is a bona fide business or not. See customer types for more information on this distinction. Therefore, pricing is structured in two ways, retail and wholesale; each with quantity driven discounts. There is not a master price list for all products in all categories; it would be thousands of pages long, really. The website will be the depository for all information and will continually be updated to reflect current pricing in both categories. Wholesale access is limited and requires registration on the site and internal approval from SZI to set up a business account to purchase from SZI.



## 15.A - Retail Pricing

**T**hese prices are for the general public. Most are listed on the website for anyone to see and use. Some custom products do not show prices because of various manufacture or shipment treatments which can affect price. Give us a call to determine your unique price for the item based on your requirements.

## 15.B - Wholesale Pricing

**T**hese prices are for bona fide businesses ONLY and are NOT open to the general public. To receive wholesale pricing, the following is required: 1 - Current Business License, Valid Seller's Permit, Resale Certificate, or Federal Tax I.D.; 2 - Completed and submitted Wholesale Account Form. This form is required before access to the wholesale portion of our website can be provided or a wholesale purchase can be made; 3 - A permanent, physical, business location/address.

## 16 - Extension of Credit

**S**ZI may extend credit to Customer, and if credit is offered, Customer shall first complete a credit application and agreement. When requested, either during initial review of application or at any time an open account with credit extension is in place, Customer shall furnish to SZI all financial information reasonably requested by SZI from time to time for the purpose of establishing or continuing Customer's credit limit. Customer will submit to SZI current financial documents. If, at its sole discretion, SZI determines financial or other conditions of Customer are unsatisfactory, SZI may suspend further supply, production, and shipment as well as require full or partial payment in advance for any new orders, and may require open balances past due to be satisfied immediately. Customer agrees that SZI shall have the right to decline to extend credit to Customer and to require that the applicable purchase price be paid prior to shipment. Customer shall promptly notify SZI of all changes to Customer's name, address, or the sale substantially of its assets. SZI shall have the right from time to time, without notice, to change or revoke the Customer's

credit limit on the basis of changes in SZI credit policies or Customer's financial condition and/or payment record. Customer shall not deduct any amounts owing to SZI without SZI express written approval, which approval shall be contingent upon Customer providing all supporting documentation for such deduction as required by SZI. A service charge of the lesser of one and one half percent (1 1/2%; 18% APR) or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Net 30 terms will be extended upon receipt and confirmation of satisfactory bank and trade references.

## 17 - Wholesale Terms of Sale

**W**holesale Customers are legally bound to take the goods comprised in the purchase order contract and a return of goods will not be accepted unless the goods are new and unused and prior authorization has been given by SZI in writing. All sales involving items custom manufactured, ordered from other vendors/manufactures or sold on sale or at discounted prices are not cancelable or returnable. A 20% restocking fee will be deducted from the Customer refund to cover the original handling cost and credit card processing fees incurred from the sale and return of refund if incurred. When the product is returned undeliverable or for any reason as a result of a wrong address supplied by Customer, Customer will pay the cost to re-ship. If the product is shipped outside the USA and is returned because of customs or Customer does not want to pay the customs fee, Customer will receive a refund minus the shipping cost.

## 18 - Payment Terms

**S**ZI accepts Cash, Visa, MasterCard, Discover, American Express, company check, and personal check. Customer credit card will not be charged until order is shipped unless a deposit has been arranged for a custom order, in which case credit card will be charged before production. Orders sent on behalf of Customer without open credit account will be delayed if paid by check, until check has cleared. Initial wholesale orders will be either COD or credit card. Full payment is due based on the terms indicated on invoice. Past due balances shall accrue interest at one and one half percent (1 1/2%; 18% APR) or the maximum amount allowed by law. Pro rata payments are due as shipments are made and invoiced. If Customer delays shipment, goods will be held and stored at the risk and expense of the Customer. Customer shall not be entitled to withhold payment due to SZI for any reason, dispute, or claim by Customer relating to any goods or services. Customer agrees that bad/fraudulent checks written for product/services or stop payment on check for goods/services received will result in Customer paying all attorney and court fees necessary to collect

such payment plus five times the amount of sale. If Customer fails to make payment by the specified due dates, then without prejudice to other rights of SZI, SZI shall be entitled to suspend any and all other deliveries to be made under that or any other contract with Customer. SZI shall also be entitled to treat the relevant contract or any other contract with the Customer as having been terminated by the Customer and to claim damages for breach of contract accordingly. The payment of accounts due to the company must be made within 30 days of the presentation of any account, or invoice. Customers without credit accounts will be required to pay upon shipment or prior to collection of order. Never send SZI credit card details by email! Email is not secure for such information. This information can only be submitted via SZI secure website check out process, verbally over the phone, or in person at one of our locations.

## 19 - Taxes

**S**ales tax is not collected on wholesale orders. We currently collect sales tax for retail orders placed in Pennsylvania only. No other taxes are collected or added to invoices.



## 20 - Shipping Policy

**A**ll product shipments will be made FOB Lakeville, Pennsylvania 18438 for any product to be shipped. All orders will be shipped by UPS, with UPS Ground published rates. Larger orders will be dealt with on a one by one basis for common carrier of choice by Customer. SZI may select alternative method of transportation. Any carrier selected shall not be deemed the agent of SZI, and SZI will not assume any liability for any shipment. Costs of transportation will be the obligation of Customer unless otherwise agreed in writing by SZI. Carriers are responsible for goods lost or damaged in transit and Customer must immediately notify the carrier in writing of such loss or damage. The price for goods includes the cost of packing for customary domestic air and/or motor freight transportation to the point of delivery. Any special packing, boxing, crating, or cartage required by Customer will be at Customer's expense. Orders requested to go via a special Carrier or Air Freight must be specified at time of ordering. All charges for shipping and insurance will be the responsibility of the customer. When your order has

been shipped, you will be notified by email with the tracking number(s) and total, which will include the actual shipping charges. Actual shipping charges, based on weight and shipping location will be added to the total amount of Customer purchase once order has been processed. Products can be picked up if it is normally stocked in the desired location, either Manhattan, NY 10100 or Lakeville, PA 18438. SZI does not offer drop shipping.

## 21 - Delivery

**D**elivery shall be deemed made FOB SZI facility. If no shipping date is specified then shipment will be made as determined by SZI. Delivery may be made in advance of any scheduled delivery date. Estimated delivery dates (if any) are given in good faith but are not binding.

Customer retains risk of loss upon delivery of goods to a common carrier. Because of many factors beyond the control of SZI, scheduled shipping dates cannot be guaranteed. Customer waives any claim against SZI for penalties or damages, direct or consequential, for delayed shipments. Delay in delivery of partial quantities of an order will not relieve Customer of the obligation to accept remaining deliveries. All shipments with a 5% variance over or under on the actual amount ordered shall be deemed completed. SZI shipping records shall be conclusive as to the quantities shipped unless it receives Customer's written claim of shortage within five (5) business days from date of receipt of shipment. The company shall not in any event be liable for delay or failure to make delivery of any goods due to circumstances beyond its control

including but without limitation any of the following; armed conflict, war, rebellion, revolution, strikes, lock-outs, break-down of plant or government or other laws regulations rules or decrees. Customer will be responsible for the full cost and receiving even if they give SZI a bogus ship to address (like a neighbor) and say they want another because the product was not delivered or received.

## 22 - Title to Product

**T**itle to product will pass from SZI to Customer when payment in full of the purchase price is received by SZI. Until such time, SZI has a security interest in the products as well as all proceeds from any sale of the products. Customer agrees to complete any documents required to finalize this security interest. Title to all setups, fixtures, tools and equipment required for manufacture of goods, regardless of source, is and will remain the property of SZI unless special arrangements are made in advance in writing.

## 23 - Inspection Upon Delivery

If Customer does not inspect and accept product from SZI before shipment, Customer shall inspect product within a reasonable time, not to exceed five (5) business days, after receipt and report any claims to SZI in writing.

## 24 - Product Returns & Errors

**R**equirements: The customer must obtain a valid Return Material Authorization (RMA) number from SZI for all returns and send back product via insured carrier and provide tracking number to SZI at the following address: Supreme Zipper Industries, 1076 Purdytown Turnpike, Lakeville, PA 18438 (570) 226- 9501. RMA numbers are good for 10 days from date of issuance. There is a restocking fee on all returned merchandise found not to be defective or returned for reasons not of the fault of SZI. This fee is 20% of the cost of the product shipped. Returns for standard overages are not allowed; overages allowances will be made on a customer by customer basis but will be acceptable at minimums of 5% over and 5% under as standard. Customer will confirm with SZI that the allowable overage number for all merchandise is acceptable if other than this standard. Any other over-goods sent back to SZI are considered unauthorized returns and will not be considered otherwise. No goods may be returned for credit without prior written authorization from SZI and only upon the conditions specified in any such authorization. Unless otherwise

agreed in writing, in no event will returns be accepted unless Customer agrees to pay for: (i) all deterioration that has occurred during Customer's possession; (ii) all freight, insurance, and transportation charges for the return shipping if not the fault of SZI; (iii) a reasonable charge for clerical and other handling costs; and (iv) any other cost or expense incurred by SZI in the processing of the order or its return. SZI will determine the extent of deterioration that has occurred after product is received back. No returns will be accepted after thirty (15) days from Customer's receipt of original shipment. Customer assumes all risk for loss or damage on any return. Customer shall be responsible for the packing, shipping and maintenance in respect of all product that is returned to SZI for any reason. Under no circumstances will SZI be liable for product which has been damaged or abused after title has passed to Customer. Risk in respect of product shall pass upon delivery to Customer or to the carrier. Original shipping charges are non refundable. Product must be in original packaging and be in new unused condition. Refunds will be credited in the form of the original payment only. Please allow adequate time for proper credit processing. Customer acknowledges that product can be affected

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by time, temperature, and moisture or other even more corrosive elements within the environment and therefore, depending upon storage conditions, has a finite shelf life. Claims for defective goods must be made within five (5) business days from Customer's receipt of shipment. SZI must provide prior written authorization for the return or disposition of any defective goods. SZI reserves the right to designate, at its sole cost and expense, the return, disposal or other disposition of all or a portion of any defective goods. There are NO returns for custom made or custom ordered product of any kind unless found to be defective by SZI.

## 24.A - Returns due to Customer Error

**T**he amount of credit, if any, that may be allowed in respect to product cancelled or returned due to Customer error (if accepted) is entirely at the discretion of SZI and reserves the right to charge a 20% restocking fee on all returned product. The cost of any bank fees, credit card charges, damaged items or lost accessories will also be added to the restocking fee.

## 24.B - Returns due to SZI Error

**S**ZI will assume responsibility for its own errors. Any situation found to be the fault of SZI will be rectified by SZI up to the cost of the original ordered product and original shipping.

## 24.C - Defective Product Return

In the event Customer determines product received by them is defective, SZI must be contacted immediately to obtain a RMA number for a sample of the product or the entire amount of the product to be returned. After inspection by SZI, determination will be made as to product status. If returned product is found to be defective, SZI will contact Customer and ask what the Customer would prefer, a refund or replacement of the product. If found not to be defective, SZI will charge for costs incurred in determination and shipping charges back to Customer.

## 24.D - Return resulting from shipping damage

**A**ll product should be checked immediately for damage upon arrival. SZI cannot be held liable for damage or loss to a shipment by a freight carrier or from customer abuse. Claims for damaged products, suspected damages, or shortages must be noted on the Carrier's delivery receipt. The Carrier Claims Representative should be notified immediately by Customer. Customer may contact SZI for assistance if necessary, but it should be understood this is a courtesy offered by SZI and not an undertaking of responsibility.

## 25 - Refunds

**A**ll refunds will be given in the same form as payment was received by SZI. In the case of checks, refund checks will not be cut until payment check clears, usually 7-10 days. Customer will not authorize any charge back notification through their bank, credit card company or any other entity the Customer uses for payments to SZI. All disputes should be handled through interaction of SZI and Customer. These terms and conditions will supersede any contract or terms Customer may have with their bank or any other credit card company. In the event SZI and Customer cannot come to resolution, only arbitration shall be used to decide outcome.

## 26 - Cancellation

**S**pecial orders for products manufactured or ordered specifically for Customer or large orders cannot be canceled once the material has been ordered and/or production has started. If Customer cancels all or part of an order, Customer shall pay reasonable cancellation charges, which shall include, but not be limited to: (i) expenses already incurred by SZI; (ii) actual liabilities arising from any financial commitment by SZI to the order involved; (iii) properly allowable indirect charges; and (iv) a reasonable profit. Any goods completed on or prior to the acceptance of such cancellation by SZI shall be accepted and paid for in full by Customer.

## 27 - Complaints

**T**he company shall be given every right to examine goods, services, or interactions which are the subject of complaint, at SZI premises or any other premises at which the product or situation is kept or occurred. Subject to receipt of notice of complaint, SZI may at its option, replace, make up, or repair any product found to be source of complaint. If a situation was the foundation of the complaint, the individual parameters will be determined and the best solution will be sought by SZI to Customer's satisfaction. In no event shall the liability of the company exceed the net invoiced value of the products under complaint.



## 28 - General Disclaimer

**S**ZI is providing this website and all contents contained on an as is, as available basis and makes no representations or warranties of any kinds with respect to the site or its content. SZI specifically disclaims any and all such representations and warranties, including but not limited to warranties of merchantability or fitness of product for a particular purpose. All pricing and availability information is subject to change without notice. SZI reserves the right to refuse to sell any or all of its products to any person, company, or entity, for any reason. In no event will SZI be liable for damages arising out of or in the connection with the use of any of its products, whether in their original form or after having been applied to another product as a component. This General Disclaimer is a comprehensive limitation of liability that applies to all damages of any kind, including but not limited to, compensatory, direct, indirect, punitive, consequential, business income or profit, loss of, damage to property and any and all claims of third parties.

## 29 - Disclaimer of Warranty

**S**ZI warrants product to be free from defects in materials and workmanship. SZI makes no other warranties and expressly disclaims any other warranties or representations of any kind, express, implied, statutory, or otherwise, including but not limited to any warranty of merchantability or fitness for a particular purpose or use. SZI will not be responsible for any statements that are made or published, written or oral, which are misleading or inconsistent with the facts published in the literature or specifications furnished by SZI. Any abuse or alterations to the products, misuse, or used beyond the limits will void any warranty. There are certain risks in using any information or products found on the Internet; and SZI cautions you to make certain that you completely understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. Visitors to this website assume all responsibility and risk for the use of this website. Information published on this website is provided without charge as a convenience to visitors, to be used for informational purposes only and to aid in making purchasing

decisions. Nothing in this website constitutes a recommendation or endorsement of any specific product or brand. SZI does not warrant or represent that the content on this site is accurate, complete, or up to date, although every effort is made to publish timely and accurate information. SZI cannot and does not warrant that access to and the use of the website is continuous and will at times not be interrupted, may not always be free from error or computer viruses or other harmful components. SZI cannot assume responsibility for technical, typographical, or specification inaccuracies of any kind.

## 30 - Limitation of Liability

**S**ZI shall not be liable for loss of use, or any direct, indirect, incidental, consequential, special, punitive, exemplary, or other damages. The sole obligation of SZI shall be to, at its sole discretion, to either replace defective product or credit customer with the purchase price. In no event shall the liability of SZI exceed the purchase price of the product.

## 31 - Indemnity

**T**he customer and/or their insurance company, at its sole expense, shall defend, indemnify and hold SZI harmless from and against all liability, loss, damage, injury, cost, expenses, claims and demands arising from any cause to themselves, damage and expense resulting from any actual or claimed patent, trademark, copyright or other proprietary rights infringement for any custom made goods designed or specified by Buyer others or personal property, other negligence or breach of contract by SZI. SZI will not be responsible for damage or losses, direct or indirect, arising from any cause whatsoever, for labor, transportation or other charges incurred in the replacement or repair of damaged product. The company assumes no responsibility for the suitability of the intended use of its products. The obligation of the Customer shall survive acceptance and payment of any such materials or products from SZI.

## 32 - Confidentiality

**C**ustomer will not, without first obtaining SZI's written consent: (i) disseminate the fact that SZI has furnished or has contracted to furnish Customer any products currently on order, shipped in the past, or contracted to ship in the future; or (ii) except as is necessary for performance of this transaction, disclose any of the details connected with this transaction to third parties. Customer will not use SZI's name in any way, including without limitation, a general or sample listing of Customer's suppliers, without SZI's prior written consent. Any violation of this paragraph will be deemed a material breach. The obligations under this paragraph will survive cancellation, termination, or completion of this transaction.

## 33 - Deferment of Performance

**S**ZI or Customer may delay performance of any and all obligations, except for due payment of monies for delivered product, because of any of the following: accident, fire, riot, earthquake, flood, strike, terrorism, governmental regulation, unavailability of transportation, unavailability of manufacturing material or other similar causes beyond its control. Notification of such a delay shall be sent to the other party by the party experiencing the delay, in writing, as soon as practicable. Obligations shall resume when the event causing the suspension of performance ceases.

## 34 - Legal Compliance

**C**ustomer shall comply with all applicable federal, state, and local laws, and rules and regulations issued pursuant thereto in regard to SZI, it's services, or products, and will indemnify and hold SZI harmless against any loss, liability or damages incurred because of Customer's violation of this obligation.



## 35 - Resolution of Dispute

**N**either SZI nor Customer will institute a proceeding in any court or administrative agency to resolve a dispute between the parties, arising out of, or resulting in any way from a current, past, or future order, or from any current past or future performance of SZI, before that party has sought to resolve the dispute through direct negotiation with the other party. If the dispute is not resolved within four (4) weeks after a demand for direct negotiation, the parties will attempt to resolve the dispute through mediation and agree to abide by whatever conclusion is made. If any dispute is not settled by mediation within ninety (90) days, either party may initiate litigation.

## 36 - Governing Law

**T**his contract shall be interpreted under the laws of the Commonwealth of Pennsylvania. In the event of any dispute not resolved by negotiation or mediation, jurisdiction and venue shall be in Wayne County, Pennsylvania, or as appropriate, the United States District Court for the Eastern District of Pennsylvania, Philadelphia, Pennsylvania. The party prevailing in any such dispute shall be entitled to recover actual attorneys' fees and costs. SZI operates this website and the main operations of its business from its offices located in Lakeville, Pennsylvania, in the United States of America. SZI makes no representations that the materials in this site are appropriate or available for use in other locations. Those who choose to access this website from other locations do so at their own risk and are responsible for compliance with any and all local laws, if and to the extent local laws are applicable. This agreement, and any dispute, which arises from and out of this website or interaction with SZI, shall be construed with the laws of the Commonwealth of Pennsylvania. Any legal action regarding this agreement or this

website shall be brought only in either the State or Federal Courts located within the Commonwealth of Pennsylvania and by using this site you consent to personal jurisdiction within these courts.

## 37 - Waiver Allowance

**F**ailure of either party, SZI or Customer, to insist upon or enforce any provisions of this contract shall not be deemed a waiver of such term or provision unless the waiver is in writing signed by the waiving party. All other terms and provisions will be in full effect regardless of waiver.

## 38 - Privacy Policy

**Y**our privacy and the security of your personal information is very important to us. All information provided to SZI will remain strictly confidential. SZI does not sell, trade or share any personal information. If you have any questions about our Privacy Policy, please don't hesitate to call or e-mail us at: [Info@SupremeZipper.com](mailto:Info@SupremeZipper.com). Exceptions to the non-disclosure of personal information are the abuse of our contact page, email, and secure financial transactions for apparently fraudulent purposes, which will be reported to the appropriate authorities immediately upon the discovery by SZI. All activity on this website is monitored for content, origination, and frequency.

## 39 - Copyright / Trademark Information

**N**o portion of this website, including but not limited to all product graphics, descriptive text or html code, may be copied, reproduced or published without expressed written permission of SZI. SZI holds the copyright © to all product graphics, descriptions, text and content presented in this website. Any and all copyright © also extends to each of the pages in the SZI print catalog when available. It is a violation of U.S. Copyright Law (title 17, U.S. Code) and International Copyright Relations to the United States, established with other countries through international treaties and conventions, to reproduce, copy, publish or distribute any part of the content in this web site without prior expressed written permission from SZI. Purchasing from SZI does not authorize use of any graphics or text presented on this website or on any other website authorized by SZI to carry its content, is represented on, partnered with or are affiliated with. SZI exclusively creates original content for its documentation and website, including all photography, images, slogans, text descriptions, packaging and shipping configurations, and page coding. All

content, including photographic materials, slogans and text descriptions, specific packaging and shipping calculations, as well as site and page coding is the property of SZI and may not be used by third parties without SZI explicit permission.

All products and company names referenced herein, if any, may be the trademarks of their respective owners. SZI does not authorize the use of any trade name, trademark, registered trademark, logo, or any copyrighted material referenced herein for any purpose whatsoever, including non-commercial applications. All forms of infringement of our copyright are taken very seriously. Please don't hesitate to contact or email us at: [Info@SupremeZipper.com](mailto:Info@SupremeZipper.com) if you have any questions concerning this matter.

## 40 - Online Security

**O**nline security is a big concern for everyone these days. No different here at Supreme Zipper Industries. We realize that interacting on the World Wide Web can have its dangers, so when we decided to go online with our website we took some precautions to protect our intended users and ourselves. For those of you using our website, we are pleased to tell you all information is transmitted over a secure connection using 256-bit SSL (Secure Socket Layer) technology and all data is encrypted when transmitted to us or from us. As we expand the website, we will expand the security to minimize as many risks as we can. If there is a suggestion for a better or more secure environment that we are missing, let us know!



## 41 - Authorization to Purchase Online

**A**s a security precaution, all orders settled by credit card require the card holder's registered billing address be listed. Customer placing an order from our website warrants that he or she is a legal adult and is under no legal disabilities which would prohibit such a person from completing the transaction. Some orders are subject to SZI verification process, which means that, for your protection from credit card fraud or identity theft, we may ask you to verify that Customer is the actual card owner or that order and ship to information are legitimate. This process rarely delays an order, and generally requires either a simple call back by fax. If Customer order requires verification, SZI will advise by phone or e-mail. Customer must leave both day and home phone numbers when ordering, information must be current. It is important that Customer understand what is meant by bill to information during the checkout process. The bill to address is the address to which a bank mails monthly credit card statements. The bill to address given to SZI must agree with the address that the card issuing bank has on file. Be sure to provide the correct

information, even if the items are to be shipped to a different location. This procedure is designed to protect the card owner as well as SZI.

## 42 - Country of Origin Information

**S**ZI products are warehoused, manufactured, and ship from our facility in Lakeville, Pennsylvania according to order. The original country or origin can vary. For specific information regarding a particular product, please contact SZI directly at: [Info@SupremeZipper.com](mailto:Info@SupremeZipper.com).

## 43 - Quality Control

**S**ZI meticulously inspects, double checks, packs, and ships our products and outgoing shipments for correctness, manufacturing quality and appropriate packaging. At times SZI may include a higher quantity of product to off set any potential for loss or inconsistency.

## 44 - Links to Other Websites

**S**ZI may provide links to websites maintained by third parties, off this website. SZI tries carefully to select all external links for appropriateness, content, and compliance with ethical and legal provisions. Links to third party websites and any third party materials are provided as a convenience for Customers only. Access through links to other related websites is provided for Customer benefit. SZI is not responsible for the privacy practices, security, or content of externally linked websites. If Customer clicks on one of these links, Customer will be redirected to a third party website and, in doing so, Customer may provide information directly to them. Customer should refer to third party site's privacy policies to understand how they handle Customer information and what choices there are concerning same. SZI does not operate nor control any information, products, or services available on third party websites and SZI is NOT responsible for content on these other websites. SZI makes NO representations whatsoever concerning the content of these websites and the fact that SZI has provided a link to these websites is NOT an

endorsement, authorization, sponsorship, or affiliation by SZI with respect to such websites, its services, products displayed, its owners, or its providers. Customer accesses these sites at their own risk.

## 45 - Cookies

**W**hen Customers visit the SZI website, SZI's website will ask Customer browser to place a permanent cookie, a very small text file, on Customer's computer. If the browser is configured to accept cookies, it will accept the cookie and place it on Customer's computer's hard drive. SZI collects this information to analyze where Customers are coming from and how often they visit the SZI website. SZI also collects certain technical information from your computer, like your IP address, and the address of a referring website, if any. This information will allow SZI to enhance the website to Customer's preferences. This information is used only for the benefit of SZI and Customer. Visits to the SZI website can be made without cookies, but please be aware that some features of the site may not function properly or may be much slower if cookies are refused. To visit the SZI website without cookies, Customer can configure their browser to reject all cookies or to notify user when a cookie is set. Check the browsers help menu to learn how to change cookie preferences.

## 46 - Collection / Dissemination / Use of information

**T**he SZI website has the ability for Customer to register whether or not a purchase is made. Customer will have to register as a purchase is made and in turn will have an account on the SZI website for future visits and purchases. When Customer registers, they will be asked to enter a username, password, and email address which SZI requires Customer to keep safe as all activity on the SZI website under that username will be assumed to be Customer who originally registered. Customer may update the information on their account at any time in the future. In the event Customer needs to contact SZI regarding the information in their account, they can call (570) 226 – 9501, email [Info@SupremeZipper.com](mailto:Info@SupremeZipper.com), or mail a request to: Supreme Zipper Industries, 1076 Purdytown Turnpike, Lakeville, PA 18438. SZI will use reasonable precautionary steps to verify the contact from Customer to ensure the account holder is the actual entity making contact. Through this method, any inaccuracies or error may be



corrected in relation to the private data on the Customer account in the SZI website. If Customer placed an order with a ship to address that differs from the bill to address, SZI will retain this information. Any information supplied by Customer to SZI may be used for marketing purposes by SZI but will not be sold to any third parties. For reasons that include security or benefit, SZI may share information about Customer and any transactions that may have transpired in the past, with other companies for many reasons including verification, fraud prevention, credit card authorization, and shipping purposes. SZI may share Customer account information when required by law or to protect interests or property of SZI. This may include sharing information with other companies, legal counsel, credit bureaus, or government agencies in connection with issues related to fraud, credit or debt collection. All personal information provided by Customer to SZI for use internally or on website in Customer's account will be treated as confidential. This information may include name, telephone number, email address, bill to address, etc. Any other communications submitted to SZI website, including but not limited to the following: email, reviews, opinions, or other postings related to SZI products,

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reviews, or Customer experiences will not be treated as confidential. Any Customer reviews or entries in public areas, such as SZI blog, are not subject to this policy in any way. Any submission to the SZI website may not be illegal in any way, obscene, threatening, defamatory, invasive of privacy any other parties, infringing on intellectual property rights, or otherwise injurious to third parties, or objectionable. Further, submissions may not consist of or contain software, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of spam. SZI reserves the right to remove any content for any reason it sees fit. Customer may not knowingly use or submit a false email address, impersonate any other person or entity, or otherwise attempt to mislead through online activity on the SZI website. Whether registered or not, Customer grants SZI a non exclusive, royalty free, perpetual, irrevocable, and fully (sub)licensable right to use any content submitted to SZI website. Such submissions may be used by SZI for any purpose, including, but not limited to, the right to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. Customer also understands and

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agrees that the license granted herein includes all of the rights to use or authorize the use of any ideas, concepts, know how or techniques contained in any submissions for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products or services incorporating such information. Any submission to the SZI website by the Customer is acknowledged to be under ownership of Customer and that they control any interest in same. By submitting any information to the SZI website, Customer must indemnifies SZI or its affiliates for any and all claims resulting from content Customer supplied. Customer agrees that neither SZI nor its licensees will be liable to Customer for any use of any submitted information. SZI has the right but not the obligation to monitor, edit, modify, or remove any activity or content submitted by Customer. Customer acknowledges and agrees they are solely responsible for any submitted information to SZI or the SZI website and further agree that Customer, not SZI, have full responsibility for the content of any such submitted information, including their legitimacy, legality, reliability, accuracy, and appropriateness.

## 47 - Registration on our Website

In order to identify Customer in relation to SZI website, it is suggested that Customer initially register on the SZI website and log in when revisiting the website. This procedure will allow SZI to provide Customer with unique information pertinent to Customer, such as order status, special pricing if a wholesale customer and other information that refers to that Customer. Registering on the SZI website does not give any authority to registered Customer in any manner other than to the information on the website dealing directly with their account. No permission is granted for use of the pictures, information, text, or graphics in any way what so ever. Further, no permission is given to hyperlink other websites with the SZI website, or to use any of the aforementioned materials on Customer owned website in any way or for any reason without prior written authorization from SZI. SZI reserves all rights not expressly granted herein.

## 48 - Communication by Email / Spam

**B**y registering on the SZI website, or contacting SZI directly, Customer may request a catalogue, brochure, notification of specials, or other media via mail or e-mail. SZI will never spam Customer or send unsolicited materials based on information collected at the SZI website. Any registered Customer may opt out of receiving materials from SZI at any time by contacting SZI with such request via email, by telephone (570) 226 - 9501, by fax (570) 226 - 9534, or via mail to Supreme Zipper Industries, 1076 Purdytown Turnpike, Lakeville, PA 18438. Please enclose a specific request for removal from the SZI mailing lists and include name, address, and other information as it appears on previous contacts, especially duplicate mailings (be very specific), and indicate "Do not mail". If Customer email server protects them from junk mail or attachments it is their responsibility to add SZI email addresses so they can receive any communications or attachments.

## 49 - General Privacy Statement

**A**lthough the SZI transaction security combined with the SZI privacy safeguards should satisfy Customer concerns regarding online ordering, SZI understands individual requirements may differ. Therefore, Customer has a number of alternate choices available for doing business with SZI. Customer may order online without sending credit card number over the Internet by completing the online order form, printing it out, and faxing it to SZI at the following number (570) 226 – 9534. Alternatively, Customer can call (570) 226 – 9501 to place an order by telephone. Visiting either of the SZI locations is also encouraged. If Customer has any questions regarding this privacy statement, the practices of this website, or dealings with this website, you can contact SZI via email at [Info@SupremeZipper.com](mailto:Info@SupremeZipper.com).

## 50 - Privacy For Our Children

**S**ZI will never willfully illicit, collect, or maintain information on our website from those we actually know are under 13, nor is any part of website structured to attract anyone under 13.

## 51 - Termination or Change of this agreement

**B**y visiting SZI website Customer consents to collection and use of their information as described in this agreement. SZI reserves the right to modify this agreement and related business practices at any time by posting updated text on this site. SZI or Customer may terminate this agreement at any time. Customer may terminate destroying all materials obtained from this website. SZI may terminate agreement without notice if, in its sole judgment, Customer breaches any term or condition of the Agreement. Upon termination, Customer must destroy all materials obtained from this website, links to it, or any other materials derived from its use.



# **SUPREME ZIPPER**

# Industries

**Pennsylvania** - Corporate Offices - Showroom  
Factory - Warehouse

Mailing - Shipping Address  
1076 Purdytown Turnpike  
Lakeville, PA 18438

Main company phone (570) 226 - 9501  
Main company fax (866) 226 - 1972

**New York** - Showroom

Location address  
50 Madison Avenue  
(Lower level - inside 10/10 Optics)  
New York, NY 10010

Location phone (212) 244 - 3615