



CRYSTAL ART USA, LLC.

1924 RAYMOND DRIVE.
NORTHBROOK, IL 60062
P: 847-272-4704
F : 206-237-2976
WWW.CRYSTALARTUSA.COM

PURCHASE ORDER

print and fax to 1-206-237-2976

Order No: _____ Order Date: _____ / _____ Purchase Order#: _____

Billing Information	Shipping Information
Accounts Payable Contact:	Customer Name:
Company Name:	Company Name:
Address 1:	Address 1:
Address 2:	Address 2:
City:	City:
State & Zip:	State & Zip:
Accounts Payable Phone:	Phone:
Email:	Email:

Payment Information
Terms: <input type="checkbox"/> Net 15 <input type="checkbox"/> Net 30
Purchase order terms must be pre-approved by our sales representatives.
After 30 days, all outstanding balance is subjected to a 1.5% financing charge per month.

Shipping Information
Shipping Type: <input type="checkbox"/> Next Day <input type="checkbox"/> 2Days <input type="checkbox"/> 3Day <input type="checkbox"/> Ground Shipping charges will be added to your total.
Project Deadline:
Allow 14 business days for standard orders.

Email logos, graphics files, and personalization text to graphics@crystalartusa.com

Inventory #	Product Description/Size	Engrave Logo	Qty	Unit Price	Total

Sub Total:	\$
Sales Tax * 0.0875 (Illinois ONLY):	\$
Logo/Artwork Setup Fee (camera-ready \$35.00/ other formats \$75.00) if applicable	\$
Total:	\$

Authorized Purchasing Agent _____ Signature _____ Date _____
(please print name)

1. ACCEPTANCE

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's making of an offer to purchase Product from Crystal Art USA, LLC.; (b) Buyer's written acknowledgment hereof; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery (the "Products"); or (d) any other act or expression of acceptance by Buyer. Crystal Art USA, LLC. acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception, and any term, condition or proposals hereafter submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Crystal Art USA, LLC. Crystal Art USA, LLC. silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be Crystal Art USA, LLC. acceptance or approval thereof.

2. DELIVERY

Unless otherwise agreed in writing, delivery shall be made in accordance with Crystal Art USA, LLC. shipping policy in effect on the date of shipment. For all domestic transactions, unless otherwise stated on the front of the invoice, title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by Crystal Art USA, LLC. to the carrier or Buyer's or carrier's representative at Crystal Art USA, LLC. location. For all international transactions, the Product shall be sold on a delivered, insurance paid, duty and international freight unpaid basis. Crystal Art USA, LLC. assumes no responsibility for charges attendant to Customs clearance in the country of delivery, customs duty, VAT or any other charges or taxes within the country designated for delivery by the Buyer. Buyer shall promptly notify Crystal Art USA, LLC. in no event later than three (3) business days after delivery, of any claimed shortages, breakages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. Crystal Art USA, LLC. shall not be liable for any shipment delays. It is carrier's responsibility to deliver the order in time allocated according to the shipping method. Buyer is responsible for filing damage or loss claims, in the event shipping carrier damages products in transit. We strongly advise to retain original packaging, including boxes, cartons, all of the packing material and the damaged items for carrier's inspection.

3. PRICE AND PAYMENT

Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated or levied on the sale of the Products (or the delivery thereof) or measured by the purchase price paid for the Products. (Crystal Art USA, LLC. prices set forth on the front side of the invoice do not include such taxes, fees and charges.) Exemption certificates must be presented prior to shipment if they are to be honored. Payment in full is due thirty (30) days ROG (Receipt of Goods). Crystal Art USA, LLC. at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at an amount equal to 1.5% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, Crystal Art USA, LLC. shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by Crystal Art USA, LLC. at any time and without prior notice. Crystal Art USA, LLC. retains (and Buyer grants to Crystal Art USA, LLC. by submitting a purchase order) a security interest in the Products to secure payment in full and compliance with all sales agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest. In the event the sales invoice shall be placed by Crystal Art USA, LLC. in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing Crystal Art USA, LLC. security interest in the Products, the Buyer agrees to pay any and all costs associated with such placement, including, without limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. If a sale is to occur, or the Product is to be shipped, outside of the United States, Buyer acknowledges and agrees that the amount due Crystal Art USA, LLC. is contracted in U.S. Dollars and that payment in U.S. Dollars is of the essence.

4. COPYRIGHTS AND TRADEMARKS

By submitting a design or a logo to Crystal Art USA, LLC., Buyer warrants and represents that he/she is the sole, legal owner or licensee of all rights, including copyright, to each copyright, trademark, service mark, trade name, logo, statement, portrait, graphic, artwork, photograph, picture or illustration of any person or any other intellectual property included in such design. Further Buyer warrants and represents that no part of the design: (a) violates or infringes upon any common law or statutory right of any person or entity, including, but not limited to, rights relating to copyrights, trademarks, contract rights, moral rights or rights of public performance; (b) is the subject of any notice of such infringement you have received; or (c) is subject to any restriction or right of any kind or nature whatsoever which would prevent Crystal Art USA, LLC. from legally reproducing the images or text submitted. Buyer agrees to defend, at Buyer's sole expense, any claim, suit, or proceeding brought against Crystal Art USA, LLC. which relates to, or is based upon, a claim that any portion of the Buyer's design infringes or constitutes wrongful use of any copyright, trademark, or other right of any third party. Buyer shall pay any damages and costs assessed against Crystal Art USA, LLC. pursuant to such a suit or proceeding. Further, Buyer agrees to indemnify and hold Crystal Art USA, LLC. harmless from and with respect to any such loss or damage (including, but not limited to, any and all attorneys' fees and costs) associated with any such claim, suit or proceeding.

Authorized Purchasing Agent _____ Signature _____ Date _____
(please print name)

5. PRODUCT RETURNS

All sales and orders are final. There are no refunds once Buyer's order is in production.

If Buyer approved the artwork or graphical proof of order, then the order is in production and cannot be cancelled. In addition, Crystal Art USA, LLC. does not offer returns for blank items. Buyer is liable to pay the agreed upon price for any work that may have been completed up to the pre-production time, if Crystal Art USA, LLC. is able to cancel the order. These charges may include but are not limited to setup charges, artwork preparation charges, shipping charges and restocking fees. The artwork set-up fee of \$25.00 and restocking fees (up to 40% of the total order) will be charged if the order is cancelled prior to production or proof approval. Crystal Art USA, LLC. does not take financial responsibility for the incorrect spelling of personalization text provided by Buyer. It is the Buyer's responsibility to spell check and proof read personalization text prior to submitting orders. Return of Products purchased and claimed to be defective, shall be governed by Crystal Art USA, LLC. Product Return policies. Buyer must notify Crystal Art USA, LLC. of defects in product delivered in no event later than three (3) business days after delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for claims of defects. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. Upon defective product claim investigation, Crystal Art USA, LLC. will determine a validity of claim. If product is determined to be defective by Crystal Art USA, LLC. , Crystal Art USA, LLC. will produce and ship product replacement. Crystal Art USA, LLC. reserves the right to modify or eliminate this or any such policies at any time.

Although Crystal Art USA, LLC. policies may permit Buyer to return Products claimed to be defective under certain circumstances, Crystal Art USA, LLC. makes no representations or warranties of any kind with respect to the Products. Crystal Art USA, LLC. HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Crystal Art USA, LLC. WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. The right to return defective Products, as previously described, shall constitute Crystal Art USA, LLC. sole liability and Buyer's exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Product, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. In the event Crystal Art USA, LLC. issues a return authorization to Buyer allowing Buyer to return Product to Crystal Art USA, LLC., Buyer will deliver the Product to Crystal Art USA, LLC. address in the United States, if so required by Crystal Art USA, LLC., and Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes) as well as import or customs duties, license fees and similar charges, however designated or levied, on any replacement Product to be shipped by Crystal Art USA, LLC. to Buyer.

6. LIMITATION OF LIABILITY

Crystal Art USA, LLC. shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with the agreement to sell Product to Buyer or the Product, including, but not limited to, damages for lost profits, loss of use, lost data or for any damages or sums paid by Buyer to third parties, even if Crystal Art USA, LLC. has been advised of possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

7. GENERAL

These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by Crystal Art USA, LLC. to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and Crystal Art USA, LLC. have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein. No additional or different terms or conditions, whether material or immaterial, shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of Crystal Art USA, LLC. in the United States. Any waiver by Crystal Art USA, LLC. of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of Illinois shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be deemed made in, and shall be governed by, the laws of the State of Illinois. The venue for any disputes arising out of any sales agreement shall be, at Crystal Art USA, LLC. sole and exclusive option, Illinois or the courts with proper jurisdiction at Buyer's location. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

Authorized Purchasing Agent _____ Signature _____ Date _____
(please print name)