

Information:

Drawer: Accounts Payable - Invoices **Vendor Number:** 1600348 **Vendor Name:** Scherba Industries Inc,DBA Gameday Vision/Inflatable Imagaes/Gorilla Graphics

Check Details:

Check Number: 0347232 **Check Amount:** \$ 425.45 **Check Date:** 12/16/2025

Invoice Details:

Invoice Number: 45249 **Invoice Date:** 12/3/2025 **PO Number:** P0020545
Voucher Number: V0916800

Document Type: AP Invoice

Document Below

TERMS AND CONDITIONS OF SALE

SCHERBA INDUSTRIES, INC.

These conditions apply to all quotations, orders
and contracts existing and future

1. **CONSTRUCTION AND LEGAL EFFECT:** Our sale to you is limited to and expressly made conditional on your assent to the typed and printed terms and conditions of sale on the face and reverse side hereof, all of which form a part of the order and which supersede and reject all prior writings, representations, negotiations and purchase orders with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. Further, these conditions of sale shall apply to all future orders, contracts and quotations between the parties.

2. **PRICES:** Unless otherwise noted on the face hereof, prices are net, FOB, our plant. Stenographic, clerical and mathematical errors are subject to correction. Orders which are subject to future shipment, for which prices have been quoted, are subject to change without notice.

3. **DELIVERY:** Dates for furnishing services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the date of receipt of complete technical data and specifications as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to deliver caused by carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials from ordinary sources, fires, floods, storms, accidents, causes designated as acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control. In no event shall we be liable for any damages or penalties whatsoever, whether incidental, direct, indirect, special or consequential, resulting from our failure to perform or delay in performing.

4. **SHORTAGE, DAMAGE, RISK OF LOSS, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property shall be borne by you, and such loss, injury or destruction shall not release you from payment of purchase price. You shall not receipt for goods that are not in accordance with bill of lading or express receipt, without proper notation to the carrier, and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment promptly. You shall inspect and examine all items and goods covered by the order when unpacking crates, unloading truck, or un-boxing goods, and if damage is discovered, leave as it until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery. Goods must be inspected immediately, and any revocation, claim, complaint, and/or rejection must be made within ten (10) days of receipt of said goods.

5. **TAXES:** Our prices do not include sales tax, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law, consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties, with respect to the materials covered by the order, and shall save us harmless therefrom.

6. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment for goods shall be thirty (30) days net. Prorate payment shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. All past-due accounts will bear interest at a rate of one and one-half percent (1½%) per month, and if Purchaser fails to pay promptly, Purchaser will also be responsible for all costs of collection, including reasonable attorney fees and court costs.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to cancellation or changes in specifications, except upon our written consent, and we may require as a condition of such consent reimbursement for any cost incurred in performance of order in original form.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the goods are ready for shipment. If you fail to make payment and furnish shipping instructions, we may either extend the time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay, shall be payable by you.

9. **DISCLAIMER OF WARRANTIES: SCHERBA INDUSTRIES, INC. DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS BEING SUPPLIED PURSUANT TO THIS AGREEMENT, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. **LIMITATION OF LIABILITY: IN NO EVENT SHALL SCHERBA INDUSTRIES, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND SCHERBA INDUSTRIES, INC.'S LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH THE LIABILITY IS CLAIMED. PURCHASER'S SOLE REMEDY SHALL BE EITHER THE COST OF SAID GOODS, OR REPLACEMENT THEREOF, AT THE OPTION OF SCHERBA INDUSTRIES, INC. ANY ACTION FOR BREACH OF CONTRACT OR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.**

11. **APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws of the State of Ohio.

12. **CHOICE OF FORUM AND JURISDICTION:** The parties agree that this Agreement, and the obligations and duties created hereby, are to be performed in the State of Ohio. The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this agreement or the relationship of the parties, in any court other than those located in the County of Cuyahoga, State of Ohio. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in Cuyahoga County, State of Ohio, for the litigation of any claims that exist or arise between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in Cuyahoga County, State of Ohio.

13. **NO OTHER CONTRACT PROVISIONS:** Terms and conditions of your order shall be without force and effect, except as they are identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power or authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained in writing. These terms and conditions shall, without change, modification, or addition, be incorporated in and become a part of any agreement between the parties.

14. **INDEPENDENT CLAUSES:** Each clause of these terms and conditions shall be construed as standing independently. In the event any clause or section is deemed by a court of law or equity to be invalid, only the particular clause or section shall be without effect while all other clauses and sections are left intact.

Shelley Ritley <s.ritley@scherba.com>

[External] College of DuPage Invoice 45249 - Champ Banner

Shelley Ritley <s.ritley@scherba.com>

Fri, Dec 12, 2025 at 02:57 PM UTC

CC: Kaiser, Ryan <kaiserr2964@cod.edu>

BCC:

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Invoice is attached.

Thank you,

Shelley Ritley

Accounting Dept.

Scherba Industries, Inc.

Gorilla Graphics

Inflatable Images

GameDay Vision

2880 Interstate Parkway

Brunswick, OH 44212

P: 330/273-3200 x155

F: 330/273-3212

s.ritley@scherba.com

1 attachment

College of DuPage Invoice 45249.pdf