

Information:

Drawer: Accounts Payable - Invoices

Vendor Number: 1087366

Vendor Name: Oriental Trading Co.

Invoice Number: 692624445-01

Invoice Date: 10/19/18

PO Number: P0360838

Check Number: E0070067

Check Amount: \$ 75.88

Check Date: 10/31/2018

Department ID: 00441

Reviewer Name:

Voucher Number: V0540469

Redaction Type: None

Document Type: AP Invoice-3 Way/Pre-Approved

Document Below

REC'D

10.28.18

**Oriental Trading**CustomFun365 • Learn365  
MindWare • Marry Me

Invoice #: 692624445-01

Date: 10/19/2018

Page #: 1

SOLD

G9340U00200087-268778  
COLLEGE OF DUPAGE  
425 FAWELL BLVD  
GLEN ELLYN, IL 60137-6708

SHIP TO:

COLLEGE OF DUPAGE  
PO# 360838  
425 FAWELL BLVD  
GLEN ELLYN, IL 60137**3 WAY MATCH**

Purchase Order Number 360838		Date Ordered 10/18/2018		Date Shipped 10/19/2018		Back Orders NO		Terms NET 30 DAYS	
Service Representative		Number of Cartons 2		Weight 12 LBS		Shipped Via			
Item Number	Order Qty	Ship Qty	Description				Unit Price	Ext. Amount	
IN-13781178	1ST	1	MARBLE GLASS COASTER SET (4PC)				15.29	15.29	
IN-94/1090	2PC	2	10 RATTAN PUMPKIN				16.97	33.94	
IN-13610821	4PC	4	HAY BALE 2 1/2 X 2 1/2 X 5				3.59	14.36	
AO-13847188	1PC	OUT	NPS.OCT FLYER INSERT					OUT	
AO-13843411	1PC	1	NPS.NW FLYER INSERT OCT						
AO-13843676	1PC	1	NPS MAIN 4 #4676A CATALOG						
Call to speak to a customer service representative: 1-800-228-0475									
Merchandise	Shipping & Handling	Sales Tax	Total Amount	Certificate Other	Payments	Balance Due			
63.59	12.99	0.00	76.58			76.58			

See Important Sales Tax Information Regarding the Tax You May Owe Directly to Your State on the Reverse Hereof

V V PLEASE DETACH AND RETURN WITH REMITTANCE V V

\*\*To Insure PROPER payment to your ACCOUNT, Please Return the COUPON\*\*

Name: COLLEGE OF DUPAGE\*\*

Due Date: 11/18/2018

Account: 8643663

Order #: 692624445- 01

Balance Due: 76.58

Amount

Paid \$ \_\_\_\_\_

Please mail your payment to:  
OTC BRANDS, INC.  
PO BOX 14502  
DES MOINES, IA 50306

Please do not write below this line. Do not fold, staple, or paper clip this coupon.

0086436631 692624445 01 000000076585

## TERMS AND CONDITIONS OF ORDER

- Acceptance and Delivery.** Seller shall not be responsible for any delay in its performance beyond its control or beyond the control of its suppliers. The parties agree that, unless otherwise agreed to in writing and signed by both parties, shipping dates are approximate and that time is not of the essence. All orders by Buyer constitute offers to purchase which are subject to acceptance or rejection by Seller in Omaha, Nebraska and any contract for the sale of goods by Seller is formed and performed in Nebraska. Seller's acceptance of any order from Buyer is expressly conditional upon Buyer's assent to the terms and conditions set forth herein and Seller's acceptance of Buyer's order to such terms and conditions and any additional or different terms proposed by Buyer, whether oral, written or electronic are expressly rejected. Notwithstanding any other quoted delivery time, Seller shall ship merchandise ordered by Buyer within 180 days or cancel the order for such merchandise. Unless and until Buyer cancels an order, Buyer consents to the backorder or delay in shipping of merchandise of up to 180 days. If an item is backordered, Buyer may cancel such order at any time by providing notice of cancellation to Seller.
- Payment Terms.** Payment terms shall be governed by the terms on the face of this order or invoice and the credit terms extended by Seller, if any. Any such credit terms may be revoked by Seller at any time. Payment shall be due and payable on the date so specified. Past due balances remaining unpaid will be subject to a delinquency charge at the rate of 1½ percent per month or the maximum rate permitted by law, whichever is less; and Buyer shall pay all Seller's costs of collection of past due amounts, including but not limited to attorney fees and court costs. If credit terms are extended to Buyer, Buyer hereby grants a security interest in the merchandise purchased by Buyer and all proceeds from the sale or disposition of such merchandise and appoints Seller as Buyer's attorney-in-fact to execute on Buyer's behalf any Uniform Commercial Code financing statements Seller deems reasonably necessary to perfect Seller's security interest. Buyer agrees to pay \$40.00 per check on all returned or insufficient funds checks. Seller agrees and acknowledges that Buyer tenders payment for all orders and Seller is authorized to charge Buyer's credit card or other charge account (whether Seller or a third party is the creditor) only as of the day Seller ships the order and only in respect to the merchandise shipped. Seller has the option to require payment prior to shipping if Seller ships the merchandise ordered by Buyer.
- Warranty and Risk of Loss.** Seller shall, at its election, either repair, replace, or refund the purchase price, exclusive of shipping and handling charges, for any merchandise which is defective in workmanship or material and for which Buyer makes a claim within five (5) days after receipt of the merchandise. When making such a claim, Buyer must submit both the original packing slip and the defective merchandise itself (or a sample thereof), unless these conditions are waived by Seller in writing. This paragraph constitutes Seller's sole obligation as to the merchandise, and the Buyer acknowledges that this paragraph sets forth Buyer's entire remedy for any breach of warranty or other duty related to the merchandise or quality thereof. Any refund for merchandise shall not include shipping and handling, unless otherwise agreed by Seller in writing. At its discretion, Seller may charge restocking fee, not to exceed twenty-five percent (25%) for returned merchandise. Title to the merchandise passes to Buyer at and Buyer bears all risk of loss from the time the merchandise is loaded onto common carrier or shipped to Buyer, regardless of whether Seller pays freight. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR WITH RESPECT TO ANY APPROVALS, CHARACTERISTICS, CERTIFICATIONS, INGREDIENTS, BENEFITS, USES, STANDARDS, QUALITY OR GRADE OF ANY MERCHANDISE, OR ARISING BY CUSTOM OR TRADE USAGE AND, SPECIFICALLY, MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE MERCHANDISE ARE HEREBY SUPERCEDED, EXCLUDED AND DISCLAIMED. THE EXPRESS WARRANTY CONTAINED IN PARAGRAPH 3 HEREIN CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE BY SELLER AND IS IN LIEU OF ALL OTHER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF THE SAME IN ADVANCE. SELLER'S AGGREGATE LIABILITY IS LIMITED TO THE AMOUNT ACTUALLY PAID BY BUYER.
- Product Descriptions.** Seller periodically adds, changes, modifies and updates its catalogs and website, including without limitation these Terms and Conditions. Seller tries to be as accurate as possible, but makes no warranties or representations that (a) the content, including product descriptions, prices and depictions, are accurate, complete, reliable, current or error-free, (b) any merchandise has any particular approvals, certifications, characteristics, uses, ingredients, or benefits, or (c) any merchandise is of or meets any particular standard, certification, quality or grade. Seller assumes no liability with respect to any of the foregoing. If a product purchased is not as described or expected, Buyer's sole remedy is to return it in unused condition.
- Nonwaiver of Defaults.** Each shipment made under any order shall be treated as a separate transaction, but in the event of any default by Buyer, Seller may decline to make further shipments without in any way affecting Seller's rights under such order. If, despite a default by Buyer, Seller elects to continue to make shipments, or accept further orders from Buyer, such action(s) shall not constitute a waiver of any default by Buyer, or in any way affect Seller's legal or equitable remedies for any such default, or of any action at any prior or subsequent time. Any refund, credit, gift certificate or discount due Buyer may be offset against amounts owed to Seller.
- Dispute Resolution.** Buyer agrees that any action brought by Buyer to resolve any claim, dispute or controversy of any nature arising out of or related to any order or transaction between Buyer and Seller or any merchandise sold or distributed by Seller or any policy, statement, representation, advertisement, promotion, offer, customer information of Seller, or these Terms and Conditions shall be brought in a court of competent jurisdiction in Douglas County, Nebraska and Buyer hereby consents to the exclusive jurisdiction of such courts. All such claims, disputes or controversies shall be resolved individually and not as part of any class action or class arbitration and the right to commence or participate in any class proceedings is specifically waived by Buyer.
- Personalized Product.** If the order includes personalization of product or the printing or other reproduction of trademarks, service marks, trade names, logos, messages or business symbols ("Marks"), Buyer hereby grants to Seller the non-exclusive right and license to use such Marks on the products and to cause the products to be produced with the Marks. Buyer further grants permission and consents to Seller's use of a photograph or other likeness of the finished products for purposes of advertising or promoting Seller's business relating to such personalization production work and merchandise sales. Seller shall have no right, title or other interest in the Marks except as expressly granted herein. Buyer represents and warrants that it owns the Marks and is authorized to license the Marks to Seller. Buyer agrees to indemnify and hold harmless Seller from any loss, liability, damage, claims, demands, actions, costs or expense of any nature (including attorney fees) arising out of or in any manner connected with Buyer's or Seller's use of the Marks. Seller reserves the right to reject or rescind any order for personalized product in its sole discretion.
- Compliance with Laws and Indemnification.** In addition, if Buyer intends to resell, distribute or export any product, Buyer agrees to bear all responsibility for compliance with the laws, rules and regulations of the jurisdiction in which the product is resold or to which the product is distributed or exported, and Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all costs, damages, liability, fines, penalties and expenses (including attorney fees) arising out of any such resale, distribution or exportation.
- Electronic Communications.** When Buyer provides seller with buyer's email address or telephone number, sends Seller emails or visits the seller's website or social media channels, buyer is communicating with seller electronically and consents to receive communications from seller electronically. Seller may communicate with buyer by telephone, email, text, facsimile, social media or by posting notices on seller's website. Buyer expressly consents to receive any such communications and authorizes seller to deliver or cause to be delivered advertisements or telephone messages using automatic dialing systems or prerecorded voice to the telephone numbers buyer provides, and buyer hereby waives any claims based on such communications. Buyer agrees that all notices, disclosures, agreements or other communications seller provides electronically satisfy any legal requirement that such communications be in writing.
- International Trade.** If Buyer is purchasing merchandise for delivery or importation to a country other than the United States, Buyer is solely responsible for and will comply with all applicable laws, rules, regulations, and treaties of the United States and the jurisdiction of the destination of the merchandise in connection with the transportation, exportation, importation, delivery, distribution and resale of the merchandise. Buyer is also solely responsible for and shall obtain all certifications, declarations, accreditations, registrations, tests, licenses, permits, inspections, or similar requirements of any jurisdiction of the destination of the merchandise and shall bear all costs and expenses related thereto and shall bear all costs and expenses relating to any taxes, duties, levies, or assessments associated with the transportation, exportation, and importation of the merchandise. Seller makes no representations or warranties with respect to the foregoing or that the merchandise is suitable for or will comply with applicable laws of any jurisdiction.
- California Prop 65 Compliance and Notice.** Buyers who are retail sellers of consumer products and intend to resell any product in California or to California residents are provided this notice: THE PACKING SLIP OR INVOICE ACCOMPANYING THE SHIPMENT OF PRODUCT PROVIDES INFORMATION REGARDING WHICH, IF ANY, PRODUCTS SELLER SHIPS TO BUYER MAY RESULT IN EXPOSURE TO ONE OR MORE OF THE PROP 65 LIST OF CHEMICALS, INCLUDING THE EXACT NAME OR DESCRIPTION OF THE PRODUCT, AND INCLUDES THE PROP 65 WARNING NECESSARY FOR LABELING, SHELF SIGNS, TAGS OR OTHER WARNING METHOD FOR RETAIL SALE OF THE PRODUCT. SELLER'S CONFIRMATION OF DELIVERY OF THE SHIPMENT TO BUYER CONSTITUTES CONFIRMATION OF RECEIPT OF THIS NOTICE BY BUYER UNLESS BUYER NOTIFIES THE SELLER IN WRITING WITHIN 15 DAYS OF THE DATE OF ANY SUCH SHIPMENT. BUYER UNDERSTANDS AND AGREES THAT IF BUYER INTENDS TO RESELL ANY OF THE PRODUCTS BUYER IS SOLELY RESPONSIBLE FOR THE PLACEMENT AND MAINTENANCE OF WARNING MATERIALS, INCLUDING WARNINGS FOR PRODUCTS BUYER SELLS OVER THE INTERNET. Buyer agrees to provide Seller with written notice prior to placing any order if Buyer intends to distribute any product into the state of California and acknowledges and agrees that any such distribution of product into the state of California may require appropriate Proposition 65 (Title 22 of the California Code of Regulations) warning labels. If Buyer fails to provide such notice or fails to provide appropriate Proposition 65 warnings and distributes any product into the state of California, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all costs, damages, liability and expenses (including attorney fees) arising out of any alleged Proposition 65 violations.
- Miscellaneous.** No amendment, modification or addition to these terms and conditions shall be binding unless expressly agreed to in writing and signed by Seller. These terms and conditions shall be binding upon Buyer, its permitted successors and assigns, and shall inure to the benefit of Seller. Any waiver by Seller of any part herein shall not constitute a waiver of any other part. These terms and conditions shall be construed under and governed by the substantive laws and not the choice of law rules of the state of Nebraska. Buyer consents to and agrees that any state or federal court in Douglas County, Nebraska shall have personal and subject matter jurisdiction over Buyer and this Agreement; that Nebraska has the most significant contacts with this Agreement, to the exclusion of any other state; and that any legal dispute brought by either Buyer or Seller relating to this Agreement will be instituted in Douglas County, Nebraska pursuant to section 6 above. Buyer expressly consents and agrees to receive communications regarding any order or transaction from Seller by electronic mail and facsimile.

### Important Sales Tax Information Regarding the Tax You May Owe Directly to Your State

We do not collect sales tax in states other than Connecticut, Minnesota, Nebraska and South Carolina. Your purchase for delivery in other states is subject to sales and use tax in those states unless it is specifically exempt and is not exempt merely because it is made over the Internet, by catalog or other remote means. Those states require that purchasers file the appropriate tax forms annually, report all taxable purchases that were not taxed and pay the tax on those purchases. You may obtain additional information regarding whether or how to remit sales or use tax from your state's department of revenue, tax commission or similar tax collection authority.