



Sakura Paper, Inc. Terms & Conditions

1. Order Acceptance and Cancellation.

Sakura Paper Inc. reserves the right at any time after it receives a purchaser's order to accept, decline, or limit the order for any reason. Once a purchaser's order has been received, Sakura Paper Inc. will transmit a sales order describing the products and their quantity that Sakura Paper Inc. is agreeing to sell conditioned upon the customer's agreement to these terms of sale. If the purchaser does not agree to purchase the product as governed by Sakura Paper Inc.'s terms of sale, the purchaser must immediately notify Sakura Paper Inc. that it is canceling its purchase. Once the Sakura Paper Inc. sales order is transmitted to the purchaser and not immediately cancelled as provided for above, it cannot be cancelled unless the shipment is unavoidably delayed for more than 90 days. All shipping dates are estimates only. Due to the nature of the manufacturing process, Sakura Paper, Inc. cannot be responsible for changes in shipping dates that are beyond its exclusive control.

2. Payment Terms, Shipping Charges and Sales Taxes.

Unless otherwise agreed by Sakura Paper Inc. in writing, purchaser's payment for the product must be paid before Sakura Paper Inc.'s processing of an order.

All payments must be in United States dollars, sent directly to Sakura Paper Inc. Purchaser's current billing address and phone information must be included with every order. Purchaser agrees to pay interest on all past-due sums at the rate of one and one-half percent (1-1/2%) per month. Sakura Paper Inc. retains a security interest in the products and all proceeds thereof until the full purchase price (including interest, collection charges and additional charges resulting from the delay in payment) has been paid.

3. Changes in Products and Pricing.

Sakura Paper Inc. is always updating and revising its products and it may discontinue products at any time without advance notice. To the extent that Sakura Paper Inc. provides information about and on the availability of products, purchaser should not rely on such information. Sakura Paper Inc. is not liable for any lack of availability of product that purchaser may desire to order from Sakura Paper Inc.

All product prices are subject to change. Sakura Paper Inc. reserves the right to make adjustments to products and prices due to market conditions, product discontinuation, manufacturer price changes, error in advertisements or other circumstances.

4. Advertising Disclaimer, Trademarks and Copyrights.

Purchaser acknowledges that it has no right, title or interest in the trademarks, copyrights or other intellectual property rights of Sakura Paper Inc. and purchaser covenants that it will not take any action to register or otherwise interfere with any such rights.

5. Disclaimer and Limitation of Liability.

SAKURA PAPER INC. HEREBY EXPRESSLY DISCLAIMS ANY LIABILITY FOR PRODUCT DEFECT CLAIMS THAT ARE DUE TO PRODUCT MISUSE, IMPROPER PRODUCT SELECTION OR MISAPPLICATION.

SAKURA PAPER INC.'S SOLE AND MAXIMUM LIABILITY FOR ANY REASON SHALL BE THE ACTUAL AMOUNT PAID OR TO BE PAID FOR THE SUBJECT PRODUCT. AT THE OPTION OF SAKURA PAPER INC., PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR THE BREACH OF ANY AGREEMENT BETWEEN SAKURA PAPER INC. AND PURCHASER OR FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO REPLACING THE PRODUCT OR CREDITING THE ACTUAL AMOUNT PAID BY PURCHASER FOR THE SUBJECT PRODUCT. SAKURA PAPER INC. SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATED TO PURCHASER'S USE OR SALE OF SAKURA PAPER INC.'S PRODUCTS. NO CLAIM WILL BE ALLOWED IF THE PRODUCT HAS BEEN USED OR RENDERED COMMERCIALY UNMARKETABLE.

CLAIMS AGAINST SAKURA PAPER INC. FOR SUBSTANDARD GOODS WILL BE CONSIDERED ONLY IF REPORTED IMMEDIATELY AND THE GOODS HELD SO THAT IT MAY BE INSPECTED BEFORE FURTHER USE.

IN ITS SOLE DISCRETION AND THEN ONLY UPON PROOF TO ITS SATISFACTION, SAKURA PAPER INC. MAY PROVIDE CREDIT FOR DAMAGE TO BLANKETS OR LOSS OF PRESS-TIME DIRECTLY AND SOLELY CAUSED BY THE USE OF ITS GOODS. THE MAXIMUM AMOUNT OF CREDIT FOR A PRESS-TIME CLAIM SHALL BE EQUAL TO THE LESSER OF TWO HOURS OF PRESS-TIME OR \$200.00.

6. Warranty and Claim Policy.

General Policy

Unless specifically noted, Sakura Paper Inc. sells only first quality products. Any products that are damaged during transit due to improper bracing or are otherwise defective, as outlined below, at the time of delivery will be replaced at no charge to the original purchaser. All items claimed to be defective must be shipped to Sakura Paper Inc. at the expense of the purchaser. If any product is in fact, defective, such product will be replaced or credit for its cost shall be provided. Sakura Paper Inc.'s acceptance of any product shipped to Sakura Paper Inc. shall not be deemed an admission that the product so shipped is defective, and if Sakura Paper Inc. finds that any item returned is not defective, such product will be shipped back to the purchaser at the purchaser's expense.

These policies set forth purchaser's sole and exclusive rights with respect to return of products purchased.

Claims Policy

Grade selection is the responsibility of the purchaser and as such, Sakura Paper Inc. cannot assume responsibility for inadequate production performance when a product is not suitable for the end use for which it has been selected.

Sakura Paper Inc. strives to protect its products from harsh moisture conditions and to maintain dimensional stability during transit and storage. Therefore, Sakura Paper Inc. cannot be responsible for problems caused by excessive changes or imbalances of humidity or temperature conditions in the purchaser's or user's plant.

Making Transit-Related Claims

Sakura Paper Inc. uses industry standard practices in loading and bracing products in preparing them for shipping. In the event that transit damage does occur, a claim must be filed within 24 hours of receipt of the cargo. Claims should be submitted by EMAIL to claim@sakurapaper.com. Sakura Paper Inc. will attempt to validate the claim with proper documentation and digital pictures within 30 days of receiving the claim. Proper documentation should consist of the following:

1. Detailed description of the damage and a signed delivery receipt documenting the damage.
2. Photographs and/or diagrams of the damage and indicating where the damage occurred. If damage was caused by a damaged container, please submit photos of the damaged container and its location in the container.
3. Customer's Contact Person and Phone Number
4. Sakura Paper Inc. Order Number
5. Container number and Shipping Line
6. Bill of Lading Number
7. Product Detail
8. Claim Amount requested

Note: It is the purchaser's responsibility to receive and unload all goods shipped to its facility.

Making Quality-related Claims

It is the responsibility of the purchaser and/or customer to provide complete documentation and evidence to support a claim. Sakura Paper Inc. may, in its discretion, send a representative to inspect a defective product claim by visiting the location where the problem occurred to evaluate a purchaser's claim.

Quality related claims must be filed within 7 days from the time of receipt of the product by the original purchaser. When a suspected product defect is identified, Sakura Paper Inc. will make a reasonable effort to resolve the problem promptly, usually within 30 days after receiving the claim.

Acceptance of Credit

In no case should a purchaser debit Sakura Paper Inc. or its merchant until a claim has been verified and approved by Sakura Paper Inc. and the purchaser is notified of Sakura Paper Inc.'s issuance of credit.

Note: Sakura Paper Inc. expects the purchaser to provide its best effort in scheduling and in taking delivery of the shipment. In the event that the purchaser fails to meet the standards set by the trucking line for avoiding charges such as extended loading charges, any and all resulted charges will be the responsibility of the purchaser.

8. Service and Support.

All requests for service and support with respect to Sakura Paper Inc.'s products, and any other questions or concerns, should be directed to Sakura Paper Inc. by e-mail to cs@sakurapaper.com or by mail to Sakura Paper Inc., Inc. 10900 Walker Street, Cypress, CA 90630, Attention: Customer Service.

9. Force Majeure.

In addition to any justification or excuse provided by applicable law, Sakura Paper Inc. shall not be liable for damages and will be excused from the non-delivery or delay in delivery of products and service arising from any event beyond its reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond Sakura Paper Inc.'s reasonable control, whether or not similar to those which are enumerated above.

10. Entire Agreement.

The terms and conditions hereof, together with such further terms and conditions as are contained within any written agreement, document, certificate or instrument between the parties or within any other agreement, document, certificate or instrument referenced herein, constitute the entire agreement and understanding between the parties concerning the subject matter hereof and thereof and supersede all of our prior agreements and understandings with respect thereto. In the event of any inconsistency between the terms and conditions hereof and such further terms and conditions, the terms and conditions set forth in documents prepared by Sakura Paper Inc. shall control. Such collective terms and conditions may not be altered, supplemented, or amended except by a written agreement signed by both parties. Any attempt to alter, supplement or amend such collective terms and conditions or to enter an order for products which are subject to additional or altered terms and conditions shall be null and void unless otherwise agreed to in a written agreement signed by both parties.

These terms of sale between purchaser and Sakura Paper Inc. shall be binding only upon purchaser and Sakura Paper Inc. and shall create no relationship nor be used to establish any claim between purchaser and the parent or affiliated companies of Sakura Paper Inc.. In addition, Sakura Paper Inc. shall not be responsible nor liable to purchaser for purchaser's claims against a parent or affiliated company of Sakura Paper Inc. or for claims that arise from a relationship between purchaser and a parent or affiliated company of Sakura Paper Inc.

11. Governing Law and Statute of Limitations.

Although Sakura Paper Inc.'s products are sold in all fifty states, Sakura Paper Inc. is incorporated in the State of California and its main offices are in the State of California. In order that the sale of product is handled in a consistent manner to make the sale of product for its specified price commercially feasible, the parties agree that the laws and regulations to be applied to such sales must be consistent for all of Sakura Paper Inc.'s customers throughout all fifty states. As such, all parties agree that the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the purchase of Sakura Paper Inc. products. Each party agrees and hereby submits to the exclusive personal jurisdiction and venue of the local state and federal courts for the county in which the main offices of Sakura Paper Inc. are located with respect to such matters.

Any cause of action brought by you against Sakura Paper Inc. must be instituted within three (3) months of the discovery of the cause of action.

12. Attorney fees and costs.

In any action arising out of this agreement, the prevailing party shall be entitled to an award of reasonable attorney fees and related costs. The prevailing party, if any, shall be the party deemed to receive the better result from the judgment or award excluding an award of attorney fees or related costs.

If you have further questions, you can contact us at: cs@sakurapaper.com