

Terms and Conditions of Sale

PRICE PROTECTION. If The B. F. Goodrich Rubber Company (hereinafter called the Seller), during the calendar year in which this order is accepted, makes a general reduction in the prices of the articles herein ordered, the Buyer shall have the benefit of such reduction on all articles purchased hereunder on which the purchase price has not become due under the terms hereof at the time of such reduction.

GUARANTEE. All regular footwear purchased hereunder is guaranteed to be free from defects in workmanship or material, and any footwear found by the maker to be so defective will be replaced. All punched or floor goods are ordered subject to the Seller having them in stock, and the Seller does not guarantee quality or delivery on such goods.

TERMS:

SPRING SHIPMENTS. Payment for shipments made between January 1 and April 1 are due May 1 net.

FALL SHIPMENTS. Payments for shipments made between April 1 and November 15 are due December 15 net.

WINTER SHIPMENTS. Payments for shipments made between November 15 and January 1 are due 30 days net.

Eight per cent per annum will be allowed for anticipations of payments. Said allowance to be calculated by deducting $\frac{2}{3}$ of 1% for each month of unexpired time from date remittance is received until due date of bill. In the event that the Buyer fails to make any payment as outlined above, or if the Seller at any time is not satisfied as to the Buyer's responsibility, the Seller may at its discretion refuse to make deliveries hereunder except for cash at the time of shipment and upon the payment in full of all past due accounts.

DELIVERIES. All merchandise hereunder will be delivered f. o. b. shipping point, the Seller to allow railroad freight on shipments amounting to one hundred (100) pounds or over. On express or parcel post shipments of sizing up orders amounting to \$15.00 or over the Seller will allow one-half of the express or parcel post charges. The Buyer shall pay the amount represented by any direct taxes on the sale or manufacture of the articles herein ordered or upon express or parcel post charges herein imposed by any law now in effect or which may hereafter take effect. All deliveries hereunder are subject to delay caused by war, labor disputes, interruptions or shortages of transportation facilities, fires, accidents, or any causes beyond the control of the Seller. In no case shall the Seller be liable for failure to deliver any merchandise purchased hereunder.

TERMINATION. This order is subject to the condition that all or any part thereof remaining unfilled at the expiration of the calendar year in which this order is accepted shall be deemed to be cancelled, and the Seller shall be free from any obligation in respect thereof.

FREIGHT CLAIMS. If the Buyer's shipments are received in damaged condition or check short, and if the Buyer desires the Seller to enter claim in the Buyer's behalf, the Buyer should:

1. Notify the Seller immediately.
2. Notify the local freight agent immediately, and have him endorse freight bill showing condition of shipment upon arrival.
3. Return to Seller freight bill with shortages noted, together with full statement of facts.

This is a gratuitous service by the Seller, and unless the Buyer co-operates with the Seller as herein directed the Seller will decline to recognize or handle any such claim.

RESALE. All sales hereunder are made in consideration of the representation of the Buyer that the goods specified hereunder are purchased for resale at retail in the ordinary course of business, and if the Buyer finds it desirable or necessary to dispose of any of said goods by any other method, the Buyer agrees immediately to communicate the facts to the Seller by registered mail, and to give the Seller the first opportunity to purchase or dispose of said goods on the same terms as are in good faith offered by any other prospective purchaser.

EXCLUSIVE SALES. Salesmen have no authority to award exclusive territory or to make any agreements for exclusive right to sell in any community or territory. No such agreement or understanding shall be binding upon the Seller unless signed by an executive officer of the Seller at Akron, Ohio.

ACCEPTANCE. Upon acceptance by the Seller, mailed from its home office or authorized branch, the within order shall be in full force and effect, subject to these **TERMS AND CONDITIONS OF SALE**, and any and all prior or contemporaneous oral or written communications, representations or agreements relating hereto made by any person or persons, for or on behalf of the Seller or the Buyer are merged herein, and neither party shall, at any time, assert or claim that any terms hereof can be or have been altered, waived or modified, except by an endorsement added hereto and signed or accepted by an executive officer of the Seller.

10-14-19

RECEIVED
SEP 18 1921
AK SALES DIV
BILLING

THE B. F. GOODRICH RUBBER CO.

NUMBER

SALESMAN