



**ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION  
PO BOX 26704  
ALBUQUERQUE, NEW MEXICO 87125  
PHONE (505) 881-8415  
FAX (505) 830-1161**

**V  
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R**

BSN Sports  
PO Box 7726  
Dallas, TX 75209

**SHIP TO**

Various APS Locations

**ATTENTION  
OF**

Ken Barreras

DATE	VENDOR CODE
5/11/2016	10427

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.**

**ITEMS, TERMS, & CONDITIONS**

**PRICE AGREEMENT**

Physical Education Equipment and Supplies

Contract Term: May 7, 2014 to May 6, 2017

Per terms and conditions of: 14-040RR-SL

Board Approved: 4/25/2014

Pricing Attached

**SEVICES AND/OR GOODS TO BE PROVIDED:** The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

**MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

**QUOTES AND PAYMENT:** The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

**PRICING ESCALATION:** Price escalation will be considered only at yearly observance of award and only upon receipt of written request from contractor stating reason for escalation and the amount being requested. Justifying documentation must accompany price escalation request.

**AMMENDMENTS:** This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

**Reason for Amendment:** Extension

Contact: John Stafford

Phone: 800-527-7510

Email: bsnbid@bsnsports.com

**PROCUREMENT DIVISION AUTHORIZED SIGNATURE**

*[Signature]*

5.12.16

Date

**VENDOR AUTHORIZED SIGNATURE**

*[Signature]*

5/13/16

Date

**BSN SPORTS  
PO BOX 7726**

## ALBUQUERQUE PUBLIC SCHOOLS (APS) GENERAL TERMS AND CONDITIONS

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large, to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

PA 13969  
Ven# 10427

**BID NO. 14-040RR-SL**  
**PHYSICAL EDUCATION EQUIPMENT & SUPPLIES**

1. **Contract Designee:** John Stafford  
Telephone: (800) 527-7510  
Fax: (800) 365-7653  
Email: bsnbid@bsnsports.com
2. **Special Quotation/Reference/Account Number:** Bid #14-46658
3. **Order Address:** BSN Sports  
PO Box 7726  
Dallas, TX 75209-0726
4. **Remit Address:** BSN Sports  
PO Box 660176  
Dallas, TX 75266-0176
5. **Federal Identification No:** XXXXXXXXXX
6. **Overall Catalog Discount:** 10% with exceptions, per attached list
7. **Individual Price List Discount:** See attached
8. **Discount Exceptions:** If inside freight delivery for a freight truck shipped item is required, add 17% of item price for freight. See attached.
9. **Minimum Order/Delivery amount per order to qualify for discount:** \$50 minimum per PO.
10. **Miscellaneous Charges:** Order less than \$50: \$15 surcharge for Fed Ex Ground delivery. 17% for inside delivery of a freight truck shipped item.
11. **Delivery Charge Exceptions:** See attached exception list. See above for inside delivery of a freight truck shipped item. Tailgate delivery for a freight truck shipped item is free, with exceptions. See exception list.
12. **Inside Delivery of Physical Education Equipment:** Inside delivery for a Fed Ex or UPS shipped item is free. Inside delivery for a freight shipped item is 17% of item price.
13. **Exceptions and Conditions Company May Require:** See attached exception list

14. **Lead time:** Freight truck: 1-3 weeks; In-stock, Fed Ex Ground: 2-10 business days; Drop shipped items: 4-20 days; Custom items: varies depending on item.
15. **Return Policy:** 20% re-stocking fee. See attached return policy
16. **Discount Procedures:** 10% calculated on item total
17. **Additional Information regarding order Procedures:** Must reference Bid #14-46658 on all orders
18. **Buyers Guide:** Not available
19. **Electronic Catalog Capabilities:** [www.bsnsports.com](http://www.bsnsports.com)

BSN SPORTS

PO BOX 7726

DALLAS, TX 75209-0726

Firm Name

Bid No. 14-040RR-SL

PHYSICAL EDUCATION EQUIPMENT & SUPPLIES -  
DISCOUNT FROM LIST

Page 9

Item

No. Description

6. Overall Catalog Discount: (Net, 10%, etc.)

10% off w/exceptions. - see attached list

7. Individual Price List Discount: (Indicate product lines, manufacturer, sport, etc. which may be more or less than No. 6.) Please disclose your authorized product lines or manufacturer in which you are the only authorized dealer for that product.

See attached exception list/paperwork

8. Discount Exceptions: (Indicate product lines manufacturer, sport, etc, X or Y amount or more pricing, motor freight items, etc.) No exceptions for partial orders for matching existing stock.

- If you require Inside Delivery for a freight Truck shipped item - add 17% of item price  
- See attached exception list/paperwork.

9. Minimum Order/Delivery amount per order to qualify for discount: (If applicable.)

\$ 50<sup>00</sup> minimum order per PO

10. Miscellaneous Charges: (i.e. small order charge, hazardous materials surcharge, etc. Please specify name of charge and amount or percentage.)

- orders under \$50<sup>00</sup> - \$15<sup>00</sup> surcharge for fedex ground deliveries.  
- 17% for inside delivery for a Freight Truck shipped item.



FEEL THE STRENGTH

**BSN SPORTS EXCEPTIONS TO PERCENTAGE OFF BID  
SPRING 2016 CATALOG – CATALOG PRICES VALID THRU 7/31/2016**

<u>PAGE</u>	<u>ITEM</u>	<u>DISCOUNT</u>
	<b>***All ATEC &amp; Jugs Products – Entire Catalog***</b>	<b>As Listed</b>
ALL	"While Supplies Last", Price Drop Limited Time Only Specials, & Closeout Items – Entire Catalog	As Listed
14	All First Class Bleachers	Call for Pricing
25	All Poly-Cap Fence Guard & Fence Crown Protective Fence Guard	Call for Pricing
28	All Pro 30 & Pro 40 In-Ground & Surface Mount Foul Poles	Call for Pricing
34	Field Weight & Tarp Cart – 1373617 & BP Zone Basic Turf Protector – 1273892	As Listed
36	All Action 35, Action Plus 35, Elite 45 & Elite Plus 45 DiamondTurf	Call for Pricing
37	DiamondTurf Halo Mat, 10' Halo Kit with wings – 1347104	Call for Pricing
39	All Diamond Pro Products – Entire Page	Call for Pricing
44	Rain Bird Sprinklers – 1376457 & 1376461	As Listed
49	All Schutt Hollywood Impact Quick Release Bases – 1274169/1274176/1274145/1274152	As Listed
49	SoftTouch Convertible Bases – 1236309 & Progressive Release Bases – BBBASBRE	As Listed
53	All TruePitch & Accupitch Portable Game Mounds – Entire Page	Call for Pricing
54	Jugs Cordless Radar Gun – 1235982, All Sport 500 – 1242355 & Ball Coach – 1385511	As Listed
55	All Deluxe Iron Mike Pitching Machines & Ultimate Pitching Machine	Call for Pricing
56-58	All ATEC & Jugs Pitching Machines & Products & Accessories – Entire Pages	As Listed
59	All Hack Attack & Triple Play Pitching Machines & Feeders	As Listed
69	Batting Tees – PVTees 1393592/1393597, Tanner Tees K11059/K11060 & GTee 1375574	As Listed
77	Oakley Sunglasses – Entire Page	As Listed
85	Schutt Striker II Hitting Trainer – STRIKER2	As Listed
87	Bow Net Soft Toss Screen & Big Mouth Screen – 1347203 & 1347197	As Listed
117	All Digital Scorer's Tables	Call for Pricing
131	All ShadowMan Pro & Junior Blocking Dummies	As Listed
135	All Jugs & SnapAttack Football Passing Machines & Fisher Passing Machine Cart	As Listed
140	All 30' Gill Aluminum HS Football Goalposts – 1271096/1271102/1271133/1271140	Call for Pricing
141	All 20' & 30' Alumagoal HS Gooseneck Goalposts – 1240450/1240467/1309249/1309256	Call for Pricing
143	All Razor Shoulder Pads & Back Plate – Entire Page	As Listed
145-46	All Gear Pro-Tec Shoulder Pads – Entire Pages	As Listed
157	All Hawkeye, Raven, & Sidewinder End Zone Camera Systems	As Listed
166	Gatorade Youth Kits – 1380608 & 1380609	As Listed
168	Power Breezer – 1384280	Call for Pricing
178-79	STX Breeze Lacrosse Gloves – 1380903 & STX 4Sight+ Lacrosse Goggles – 1375727	As Listed
212	MVP II Team Shelter – 1393344	Call for Pricing
255	All EZ Flex Wrestling Mats – Entire Page	Call for Pricing
306	All Polar FT1 & FT7M HRM & Accessories & Active Activity Monitor & Accessories	As Listed
312	All Belfour Scales & Carrying Cases – PS-6600ST & PS-5700	As Listed
320	AAI Stratum Vaulting Board – 1052138 & Junior Spring Board – 1306293	As Listed
327	All Kersplash Climbing Packages	Call for Pricing
331	All ComStar Dual Channel Flex Series Headsets	As Listed
333	Frusheez Slush Machine – 1181302	As Listed
356-57	All FitTech & Traditional Outdoor Fitness Equipment – Entire Pages	Call for Pricing
377	Lok-Rack Ball Storage Systems – 1237641 & 1237658	As Listed
403	All Nike RZN Golf Balls	As Listed

\*Due to federal/local/departmental regulations in regard to conflict of interest, gratuities and kickbacks involving sealed bids: Internet & Catalog Promotional Offers and certificates cannot be used in conjunction with bid prices or bid awards.



## PERCENTAGE OFF BID FOR 2014 CATALOG ORDERS

This certificate entitles Albuquerque Public Schools to:  
(Name of institution)

10% off Catalog Price – Standard FOB Destination

**With exceptions**

\*See Attached list of Exceptions

Prices **Will Not** Include Inside Delivery or Installation

There will be no extra charge for Inside Delivery on UPS shipments.

Inside Delivery charges for all Truck Shipments will be 17% of the order amount.

Non-standard shipping and handling will require additional charges.

Percentage Off Bid Prices will be Honored from 3/11/2014 to 3/11/2015  
(not to exceed a period of 12 months without prior approval).

### Regarding catalog expiration dates:

Our Spring/Summer catalog expires July 31<sup>st</sup> of each year and our Fall/Winter catalog expires December 31<sup>st</sup> of each year. Our catalog pricing is valid only through the expiration date of each catalog. **Your current discount will remain unchanged** and any discounts will be taken from the most current catalog price.

Your Bid Number is: 14-46658

Purchase Orders **Must** State: "% Off Bid" and Your Bid Number.

Percentage Off Bid Prices **Will Not** be honored if these references are omitted.

If you add freight to your purchase order, you will be billed for freight. Freight charges cannot and will not be reversed once processed.

In order to have your special pricing activated this form must be signed and returned to the Bid Department prior to your first purchase order.

X: \_\_\_\_\_  
(Authorized Purchasing Director or Buyer)

\*Please include a list of all organizations and facilities with authorized purchasers that are expected or entitled to order from this agreement. Only the persons listed, ordering with the proper Bid number, during the specified time frame will be eligible for the discount.



**FEEL THE STRENGTH**

**BSN SPORTS EXCEPTIONS TO PERCENTAGE OFF BID  
SPRING 2014 CATALOG – CATALOG PRICES VALID THRU 7/31/2014**

<u>PAGE</u>	<u>ITEM</u>	<u>DISCOUNT</u>
	<b>***All ATEC &amp; Jugs Products – Entire Catalog***</b>	<b>As Listed</b>
ALL	"While Supplies Last", Price Drop Limited Time Only Specials, & Closeout Items – Entire Catalog	As Listed
18	Modular Batting Tunnel Frames, 55' Double – 1373625 & 70' Double – 1373623	Call for Pricing
23	All Poly-Cap Fence Guard & Fence Crown Protective Fence Guard	Call for Pricing
24	All Chroma-Bond Imprinting & All Outfield Distance Markers	Call for Pricing
26	All Pro 30 & Pro 40 In-Ground & Surface Mount Foul Poles	Call for Pricing
32	Field Weight & Tarp Cart – 1373617	As Listed
34	All Action 35, Action Plus 35, Elite 45 & Elite Plus 45 DiamondTurf	Call for Pricing
35	DiamondTurf Halo Mat, 10' Halo Kit with wings – 1347104	Call for Pricing
37	All Diamond Pro Products – Entire Page	Call for Pricing
42	RainBird Impact Sprinklers – 1376457 & 1376461	As Listed
47	SoftTouch Progressive Release Base – BBBASBRE	As Listed
51	All TruePitch & Accupitch Portable Game Mounds – Entire Page	Call for Pricing
52	Pocket Radar – 1323511 & Jugs Cordless Radar Gun – 1235982	As Listed
53	Deluxe Iron Mike Pitching Machine with Hopper – 1273939	Call for Pricing
54-57	All ATEC, Jugs & Triple Play Pitching Machines & Products & Accessories – Entire Pages	As Listed
59	Baden 3-B NFHS Baseballs – 1362015 & Rawlings R100 Baseballs – RR100NF	As Listed
60	Rawlings Little League Baseballs – 1055757	As Listed
62	Worth Official NCAA Championship Fast Pitch Softballs – 1193862	As Listed
63	Baden Lexum Leather Fast Pitch Softballs – 1323429	As Listed
65	Rawlings Bucket of Practice Balls – 1265965	As Listed
67	Easton Mako BBCOR Bat – 1378373 & Easton S3 BBCOR Bat – 1377491	As Listed
70	Wilson Pudge Catcher's Bag on Wheels – 1373555	As Listed
76	Rawlings Catcher's Helmet, Chest Protector & Leg Guards – 1420030 / 1347692 / 1347708	As Listed
81	GTee Low Ball Attachment, 19"H – 1375577	As Listed
82	Schutt Striker II Hitting Trainer – STRIKER2	As Listed
83	Bow Soft Toss Screen – 1347203 & Big Mouth Screen – 1347197	As Listed
87	All New Era Caps & Visors – Entire Page	As Listed
113	All Jugs Football Passing Machines – 1159226 & 1276848 & Passing Machine Cart – 1376901	As Listed
123	All Chroma-Bond Imprinting	Call for Pricing
144	Portable Sideline Evaporative Coolers – 1376942 / 1376943 / 1376944	Call for Pricing
162	All Chroma-Bond Imprinting	Call for Pricing
238-239	The Pro Gym & Pro Gym 10 Machines	Call for Pricing
253	Cando Latex-Free Bands – 1249675 & 1249699	As Listed
263	SKLZ Quick Ladder Pro – 1364667	As Listed
267	All Spirit Heart Rate Monitor Equipment	As Listed
273	Homedics Blood Pressure Monitor – 1299342	As Listed
275	Delecto Pro Doc PD300 Comfort-Height Scale – 1298734	As Listed
289	All Kersplash Climbing Packages	Call for Pricing
293	All ComStar Pro Series & Dual Channel Flex Series Headsets	As Listed
295	Frusheez Slush Machine – 1181302	As Listed
299	Scotsman Field Marker Optional CO <sub>2</sub> Power Pack – MSSCOTPP	As Listed
300	Diamond Pro Athletic Field Marking Dust – DPR0MD	Call for Pricing
322-323	Optional Scoreboard Artwork – MSBBB4L	Call for Pricing
334	Cramer Tuff Tek Pro Equipped Trainer Bag – 1375582	As Listed
364	All Xbox Packages – Entire Page	As Listed
396	Score Holland Uniform Packages – 1364077	As Listed





**BSN SPORTS**

## **TERMS AND CONDITIONS**

### **Satisfaction Guarantee**

We guarantee 100% satisfaction with your purchase! Products may be returned for a refund within 30 days of the date the product was shipped to you, when returned in accordance with our Return Policy set forth below.

### **Return Policy**

All returns must be authorized by us and require a return authorization number. Call our Customer Care Team at 1-800-527-7510 for a return authorization number. Returns must be postmarked within 30 days of date the product was shipped to you; otherwise the return will not be eligible for credit. Items must be returned in their original condition, including all tags, packaging and accessories (if applicable). A restocking fee may apply and shipping charges will not be refunded unless the merchandise is defective or it was shipped incorrectly.

Custom orders may not be returned unless the merchandise is defective or we made an error when making the custom order product. The return authorization number must be included in all correspondence and returns. We are not responsible for misuse, customer installation, freight damage or improper storage.

### **24 Hour Quick Ship**

Highlighted Products will ship within 24 hours upon verification of order and credit release.

Actual arrival time at your location depends on the method of shipment and distance from our warehouse. Standard freight rules apply.

### **Pricing and Specification**

We will make every effort to honor catalog prices through December 31, 2012. We reserve the right to change prices due to increased costs, or to correct catalog errors in pricing and/or specification. When you send us your order request, we will begin processing it as quickly as possible. Despite our best efforts, a small number of items in our catalog may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instruction before shipping or cancel your order and notify you of such cancellation. We will make every effort to send you only one invoice after all items on your order have shipped.

### **Sales Tax**

Unless your organization is a branch of the federal government, you must provide to us for each state where you are not subject to sales tax either a resale certificate or state exempt organization certificate, as appropriate. Otherwise, state and local sales taxes will be added in the states of AL, AR, AZ, CA, CO, CT, FL, GA, HI, ID, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NJ, NY, NV, OH, OK, PA, SC, SD, TN, TX, VA, WA, WI and WV. This list of sales tax states is subject to change at any time without further notice. If you are a new customer, your resale certificate or state exempt organization certificate must be sent with the Customer Information Sheet (CIS), or otherwise received by us with or before your first order, to document your status as not subject to sale tax. If we do not have on file a resale certificate or state exempt organization certificate, sales taxes will be added for orders shipped to any state where we are required to charge sales tax.

### **Custom Orders**

Custom orders require a customer signed order specification confirmation before any custom order is processed. If you decide to change a custom order after it has been placed, please call us immediately. We will contact the manufacturing facility to

**BSN SPORTS**

**PO BOX 7725**

can be made. If the order has been processed, we will not be able to change it and you will be responsible for paying for the order. If a change can be made, there may be a delay in delivery and/or an additional charge. Please be certain of your ordering needs prior to submission. We may require that you prepay for custom orders.

### **Substitutions**

We strive to continually improve our products to give you the best value possible. On occasion, we may ship you a product that differs from the one pictured and described in our catalog. However, we will always substitute with a product of equal or better quality and value. If your requirements prohibit substitution, please let us know when you place the order.

### **Fast Service**

We process orders the same day they are received and generally ship items that are in our inventory within 2-3 business days. If delivery is required by a specific date, please notify us when placing your order. Please call for information on express delivery. To ensure rapid processing of your order, be sure to complete all necessary information on the Order Form.

### **Easy Payment Terms**

We offer net 30 day terms on approved credit, honor most major credit cards and accept prepaid orders. We accept VISA, MasterCard, American Express and Discover. We can also accept your check by phone. We require a written purchase order (or valid purchase order number, subject to verification, if ordering via the Internet). We may require that you prepay for custom orders. Orders received from outside the United States require prepayment before shipment. New customers requesting credit terms are required to complete a Customer Information Sheet (CIS) and require credit investigation and approval prior to order release. Customers agree to pay invoices within set terms. It is understood and agreed that payment in full is due upon receipt of the merchandise. Past due balances will be charged interest at the rate of eighteen percent (18%) per annum, or the highest rate permitted by applicable law, whichever is lower. Customers also agree to pay any and all fees, including attorney fees, incurred by us to collect past due invoices.

### **Freight Damage and Shipment Shortages**

We will gladly assist you with your freight claim. If a shipment is short or damaged, the shortage or damage must be noted on the freight delivery document at the time the product is delivered to you. Please notify us immediately if you need assistance with your claim. Please call 1-800-719-3056 same day.

### **Duplicate Orders**

To avoid accidental duplication of your Internet or phone order, DO NOT send written confirmation unless you are asked to do so by a member of our team. If you must send confirmation, you must mark the order as "Confirming Order, Do Not Duplicate." Unless your confirming order is marked clearly, you will be responsible for return freight charges and a restocking fee of up to 25% if the duplicate order is returned.

### **Off-Shore Destinations and APO/FPO Addresses**

Sometimes the weight and size of items preclude postal shipment. Always provide alternative shipping instructions and addresses (allowing us to ship other than by postal service).

### **Force Majeure**

Although we strive to meet obligations set forth in our catalog and promotional materials, we will not be liable for any failure to perform any such obligations by reasons of acts of God or the elements; acts, delays and failures to act by governmental authorities; riots, insurrections, terrorism, sabotage and war; labor strikes, interruption, suspension, curtailment or other disruption of utilities; or other matters beyond our reasonable control.