Policy Directive for Distributors and Dealers

New Account Procedures

Create your normal purchase orders for product and paid demos. Send your purchase orders to AGD by faxing 732-851-5744 or e-mail to <u>info@americangraphicsdistr</u>ibutors.com.

Order Entry

Demo Product must be noted as Demo on Purchase Order. Demo Products are sent out once per week. To maintain our low price structure our products are made to order, so the supply chain needs to be maintained. We will fill orders that have had stocking commitments within 48 hours. A stocking commitment is a PO we have from Distributor or Dealer to hold for a ship date. We will hold a PO from a Distributor or Dealer for up to 30 days then invoice. We ship when requested or on the 30th day. You may request to delay shipping but the invoice will be dated on that 30th day.

There is a 60-90 day lead time for **New** punched sizes to be entered into our supply chain. **New** Straight cut sizes can have up to a 60 day lead time for stocking orders. We will cut down plate sizes at customer requests. Customer is billed for the size cut from. New customers first order can be shipped direct and will not incur a handling charge. If an AGD stocked size, it will be shipped within 48-72 hours.

Purchase Orders

Any Purchase Order can be combined with different products to a single location. A \$5,000 Product Value will be shipped Freight Paid. Any Back Orders will be sent with the next shipment.

Any Purchase Order with less than a \$4,000. product Value, the order will be shipped freight Pre-Paid and added to invoice. We will ship to multiple destinations but to qualify for free freight they must be \$5,000 per destination.

International shipments do not apply.

Emergency orders if ordered before 1:00 pm EST they should be shipped the same day. These require separate purchase orders and must be marked as Emergency Order. We will allow 1 Emergency Order per month without incurring a handling charge. It is the Distributor/Dealers responsibility to stock the proper quantity for their customers.

Special pricing requests will be determined based on Competitive pricing and Full or Partial Pre Pay order arrangements and may require contracts. Prices are subject to change without notice.

If an account is more than 45 days past due they will be place on credit hold.

Freight Damage Policy

Distributor/Dealer must sign the Proof of Delivery (POD); Received Damaged" for claim to be processed. All claims for shortages, miss-ships, overages and damaged goods must be filed with AGD within 24 hours from receipt of goods via fax or e-mail.

Return Policy

AGD Guarantees Product Performance 100%. No returns on special cut items unless defective. No returns after 30 days from invoice date. A restocking fee of 25% will apply if product is not defective. Returns must be shipped freight prepaid. Non defective Products must be returned in unopened and sellable condition.

Distributor/Dealer will request a return product authorization. State reason for return. Upon approval of request AGD will authorize return of product. Upon receipt of product ADG will issue Credit Memo for exact product returned, not to exceed original value, if product is defective. Upon receipt of Credit Memo Distributor/Dealer processes and uses towards next payment. *At no time can Distributor/Dealer authorize or take deductions from invoice payments, without receiving AGD Credit Memo prior to deduction.*

<u>Warranty</u>

AGD's and Manufacturer's sole obligation shall be to replace defective or refund the purchase price. Neither the seller nor the manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising from the use or inability to use the product. Before using, the user shall determine the suitability of the product for the intended use and the user assumes all risk and liability in connection with the product and the product use.

Confidentiality

Distributor/Dealer agree that all terms, pricing and marketing material given to Distributor/ Dealer shall be kept confidential and neither party, its employees, representatives and agents shall disclose, either directly or indirectly any information concerning there agreement or propriety information about AGD or its manufactures.