



SALAMANDER DESIGNS

811 Blue Hills Avenue, Bloomfield CT 06002
/ T / 860.313.0525 / F / 860.313.0526

Terms and Conditions of Sale

All sales of goods to dealers are made subject to the acceptance of the terms and conditions set forth below. Any acceptance of the delivery of goods shall constitute acceptance of these terms and conditions.

1. Payment Terms

Open account terms: All dealers who desire to be shipped on open account must provide a completed credit application and signed Terms and Conditions of Sale to be approved by the credit department. No product will be released on account without this approval. Dealer should allow three weeks for credit approval unless otherwise prearranged with Salamander Designs Ltd. (referred to as S.D.). Orders that are shipped on open account must be confirmed with written purchase orders.

Dealers may qualify for credit terms and prompt payment discounts based on annual purchases:

- Annual S.D. purchases > \$6,500 = 10% 30, net 31.

The prompt pay discounts above may be taken on product if payment is postmarked within thirty (30) days of invoice date. Net is due 31 days from invoice date. Delinquent invoices or portions thereof are subject to a service charge of 1-1/2% per month until paid (or the legal maximum allowable in the buyer's state). Orders will not be shipped to accounts with past due invoices until they are paid. Dealers over sixty (60) days will revert to Prepay/C.O.D.

New Dealers: Opening order must exceed \$2500, unless prior approval is given by S.D. These orders must include three (3) recommended floor displays (Recommendations can be made either by Salamander Designs or your S.D. territory sales rep.). First two (2) orders will ship out prepaid or C.O.D regardless of credit history.

Review: Performance will be reviewed on an annual basis. To maintain S.D. Authorized Dealer status, an account must maintain minimum purchases of \$6500 annually. Accounts with endorsements of our sales representatives may request dealer status review by our National Sales Manager.

Prepay Terms: New dealers without previous history with S.D. must prepay with a certified check. New dealers may send S.D. a personal or company check, but the order may be held for a period of up to two (2) weeks for check clearance. Established dealers will have their orders processed immediately. A credit application on file will be very helpful in expediting orders whether on account, prepay or C.O.D., and we request all dealers fill out one as soon as possible, even if they intend to deal on a prepay or C.O.D. basis. Dealers may pay by credit card but will forfeit 5% of their payment terms, due to credit card service charges.

C.O.D Terms: COD's for up to and including \$500.00 can be paid by company check. If the invoice exceeds \$500.00, S.D. requires payment by certified check, until a dealer has established a payment history with S.D. (five orders). Alternately, the dealer may fill out a credit application for our files, and on approval, be shipped larger orders payable by company check. S.D. recommends that dealers confirm C.O.D. payment amounts by company check with S.D. when placing orders to avoid confusion.

Overdue and delinquent account balances are subject to being placed for collection and dealer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees.

In the event the dealer's account is overdue, dealer agrees that S.D. may offset the account balance or any portion thereof against any funds due to Buyer by S.D. irrespective of whether amounts arise out of the same transaction.

2. Freight Policy

- Orders exceeding \$2500.00 are shipped FOB Destination. Freight is shipped via common carrier and is prepaid by S.D. The prepaid amount consists of freight charges from S.D. to



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the consignee (door-to-door) and does not include any accessorial charges such as inside delivery, lift-gate, or scheduled delivery fees.

- Custom made S.D. Seating ships from a different warehouse; therefore, they may not be combined with any other S.D. product to make a prepaid freight order.
- Orders less than \$2500.00 are shipped FOB Bloomfield, CT via best way. Should the consignee have COD payment terms and the items are shipped via common carrier, a check in advance is required.

3. Limited Warranty

EXCEPT AS SET FORTH HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL APPLY. S.D. warrants that its products are (a) new and unused, (b) free and clear of all liens and encumbrances except as otherwise set forth herein, and (c) of good and workmanlike quality. Any claim or action for a breach of the foregoing warranty must be commenced within the allowable time limit from when the breach occurred. Allowable time limits for warranty claims vary between product categories and are set forth on S.D.'s Dealer Price Lists, which are hereby incorporated by reference. The dealer's sole and exclusive remedy pursuant to the foregoing remedy shall be to have S.D. repair or replace, at its option, any product defective in materials or craftsmanship. S.D. will not be responsible for any punitive, consequential or special damages, including, without limitation, damage to or destruction of other equipment consequential to our equipment failure. Defective product **must** be given a Return Authorization (RA) number and is to be returned to the factory prepaid, in the original carton and packing material. If a return does not have an RA number it will be refused by S.D. and no credit will be applied. Any damage incurred in a shipment not in original packing shall be the responsibility of the owner. Warranty repairs will be returned to the owner prepaid, within the continental U.S.A. only. Additional warranty terms for specific S.D. products may be found on S.D.'s Dealer Price Lists, which additional terms are hereby incorporated by reference.

4. Buyer's Purchase Order: Conflict of Terms

In the event dealer shall submit purchase orders, the written terms of which are at variance or conflict with the terms and conditions of sale contained herein, such purchase order terms shall have no effect to the extent that they may cause conflict and the S.D. terms and condition of the sale shall prevail. Additional or variant terms will not apply unless specified in writing by S.D.

5. Internet Sales

Internet sales of S.D. products are limited to websites that are owned and operated by S.D. Authorized Dealers only. Sales of our merchandise are not allowed on any non-authorized third party websites.

6. Discrepancy Claims-Failed Delivery Claims

Risk of loss due to damage or shortage which is not the fault of the carrier lies with the dealer. All claims for damage or shortages should be made upon receipt of material. If the shipment was received via FedEx or UPS the claim should be filed directly through S.D. For shipments received via common carrier, the claim should be filed with the carrier.

Claims stemming from discrepancies between invoiced description or quantities and actual product received by dealer due to error by S.D. must be made in writing within ten (10) days of invoice date. Any such claim not presented within the time limit specified will be waived and actual delivery of invoiced descriptions of quantities will be conclusively presumed.

Any dealer who wishes to dispute a delivery of merchandise may make written request to S.D. for a copy of carrier's proof of delivery within ten (10) days from date of invoice. Failure by dealer to request such proof of delivery within the thirty day time period will result in waiver of dealer's right to raise the issue of delivery and thereafter delivery will be conclusively presumed.



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7. Returned Material

No product or equipment of any kind shall be returned without prior approval and specific shipping instructions from S.D. The dealer will be issued a return authorization number which is to be clearly marked on the package. Credit will be applied to customer's account only after receipt inspection and approval of returned goods, and customer shall be liable for the full amount due per terms, until then.

8. Restock Charge

Unless otherwise agreed, 15% restock charge will be assessed upon products because of dealer ordering error, or cancellation of order after shipment. Credit is contingent upon timely return of product within thirty days of invoice, in new saleable condition, in original packaging. Missing, damaged or preassembled items will be deducted from the credit amount given to the dealer.

9. Alteration of Terms and Conditions

No alteration or waiver of the terms contained herein shall be effective unless such authorization or waiver is in writing signed by a duly authorized S.D. officer.

10. Advertising Policy

All S.D. products should be sold by S.D. dealers at the retail price list published by S.D. In the event that a dealer advertising any S.D. product at a discount, the discount may not exceed 10% off the retail list price. Any dealer advertising S.D. products below 10% discount will be considered to be in violation of this policy.

11. Governing Law: Jurisdiction

The transactions entered into between S.D. and the dealer pursuant to these terms and conditions shall be governed by the laws of the State of Connecticut, without regard for its principles on conflicts of laws. Any action brought by either S.D. or the dealer shall be subject to the exclusive jurisdiction of the federal and state courts located in the State of Connecticut. Each party hereby irrevocably agrees to such exclusive jurisdiction and irrevocably waives any claim or defense to such jurisdiction based on lack of personal jurisdiction or improper venue.

12. Assignment

The dealer shall not assign any of its rights or obligations under these terms and conditions without the prior written consent of S.D. and any attempt at assignment without such consent shall be null and void.

13. Taxes

The dealer shall be solely responsible for all applicable federal, state and local taxes incurred in connection with the sale of S.D. products pursuant to these terms and conditions.

THE UNDERSIGNED hereby certify that they have read and agree to the above terms and conditions of sale and certify that the information submitted is true and accurately reflect the condition of the applicant.

Business Name

Federal Tax ID #

Signature (President, Owner, or Partners)

Date