

## TERMS OF SALE, RETURNED MERCHANDISE & WARRANTY POLICY

This catalog is intended solely for the use of bona fide retailers of farm equipment, commercial, light industrial and outdoor power equipment. The possession of this catalog in no way obligates Alliance Distributing, Inc. to sell to the possessor of this catalog. There is no agreement between Buyer and Seller creating a dealership or franchise within the meaning of Chapter 19 of the Texas Business & Commerce Code. Buyer has no exclusive territorial rights to product sales unless in writing and signed by a representative of Alliance Distributing, Inc. All orders are subject to approval and acceptance at our Hewitt, McLennan County, Texas office.

### TERMS OF SALE AND PAYMENT

#### OPEN ACCOUNTS

- I. Sales on open account to dealers will be made only after approval of the Alliance Distributing, Inc. Credit Department. Credit forms will normally be furnished by Alliance Distributing, Inc. Territory Managers.
- II. To establish credit for the purpose of buying on open account, dealers must provide our Credit Department with items a. & b. of the following. Depending on purchase amounts and terms, items c., d. and e. may also be necessary.
  - a. A completed Dealer Information Form for Credit;
  - b. State Sales Tax Exemption Certificate;
  - c. A current financial statement, (income statement and balance sheet);
  - d. A signed UCC-1 Form of the Uniform Commercial Code;
  - e. An executed Security Agreement
- III. All documents must be signed by a corporate officer if a corporation, by a partner if a partnership, or by the owner if a sole proprietorship.
- IV. After review of the credit application by the Alliance Distributing, Inc. Credit Department, the dealer will be advised of the approval or disapproval of an open account.

#### DELINQUENT ACCOUNTS

- I. Any open account which becomes thirty (30) days past due may be suspended until the account is paid in full or prior arrangements for payment have been made.
  - a. At Alliance Distributing, Inc.'s option, shipments to accounts which have been suspended may be shipped on receipt of check with order, C.O.D. or credit card.
  - b. Interest will be charged, at the highest legal rate, on all delinquent accounts.

#### PAYMENT TERMS

- I. The standard terms on most Alliance Distributing, Inc. invoices include a cash discount when paid 10th prox (following month) and due Net 30, unless otherwise specified on the invoice. No cash discount will be allowed on any accounts if remittance is not made in full on or before the 10th of the month following date of invoice and no cash discounts will be allowed on current purchases if purchaser is delinquent, for any reason or any other account with Alliance Distributing, Inc.

Exception is made to this policy when merchandise is sold on dating, i.e., when at the time of the order, the due date established is other than the 10th of the month following invoice. In this case, payment is due on the date established and earns a cash discount if remitted in FULL on or before that date; but such discount shall not be allowed if purchaser is delinquent on any other accounts with Alliance Distributing, Inc.

Cash discounts will not be allowed on partial payments, nor on accounts that have been suspended, nor on delinquent accounts. Cash discount is not available if paying by credit card. Cash discount is not available on parts orders.

**II. All invoices and payments are due and payable in Hewitt, McLennan County, Texas.**

**NOTE:** All invoices shall be paid including those pending warranty consideration or return authorization.

- a. Credits will be applied to specific outstanding balances, or refund checks will be sent on credit balances upon written request.

**PRICES**

When list prices are shown in this catalog they are published for discount purposes only. They are not intended as suggested retail prices. When net prices are shown, discounts are not allowed unless specifically stated on the invoice.

Unless otherwise noted all prices are quoted F.O.B. shipping point.

All prices are subject to change without notice, and all orders received will be shipped subject to prices prevailing at the time of shipment.

**DISCOUNTS**

Dealer discounts are shown in code on each price page of this catalog. The key to the code is included in each catalog and should be removed immediately upon receipt but held under security of management for reference. Replacement copies of the code key will be supplied upon request.

**ORDERS**

When ordering by phone, fax or mail, please specify catalog numbers, sizes, etc., and include definite shipping instructions with your order. Alliance Distributing, Inc. fax and mail order forms will be furnished upon request.

**SHIPMENTS**

- I. All claims for lost or damaged shipments must be filed by the customer, because all shipments are made F.O.B. shipping point. Alliance Distributing, Inc. will provide all possible assistance but is not responsible for loss or damage in transit unless delivered on our truck and shortage or damage is noted on delivery.
- II. Shortages will be remedied or credits issued for shortages only if reported in writing within 10 days of receipt of shipment. Signatures on delivery receipts are acceptance that shipment is complete per packing list.
- III. UPS, LTL and all truck load shipments must be signed short or damaged at time of receipt or buyer accepts responsibility.

**RETURNED MERCHANDISE**

- All return merchandise is subject to a 20% to 50% restocking charge varying by original manufactures specific policy.
- Special order items are non returnable.

Merchandise may be returned to Alliance Distributing, Inc. only under the following conditions:

- I. Permission must be obtained in writing from our Hewitt office by using the proper request form available from our salesmen or our office.
  - a. Contact our office and if return is approved, Alliance Distributing, Inc. Return Merchandise Authorization (RMA #) will be issued to the customer.
  - b. All merchandise returned must be prepaid to the point designated. The RMA will specify to which location the merchandise must be shipped --- Hewitt, TX or manufacturer's factory. If return is the result of an error made by Alliance Distributing, Inc., credit will be issued for freight charges upon receipt of a paid freight bill.
  - c. A copy of original invoice must be submitted with all RMA requests.
  - d. All invoices for merchandise pending return authorization are to be paid. Alliance Distributing, Inc. will issue credit after approved RMA goods are returned.
  - e. Return will not be authorized for merchandise specially ordered from any factory when such merchandise is not regularly stocked by Alliance Distributing, Inc. nor included in the Alliance Distributing, Inc. catalog.
  - f. Merchandise may not be returned to settle payment on an account.

## RETURNED MERCHANDISE

- II. Handling or restocking charges will apply as follows:
- a. Merchandise returned that was shipped in error by Alliance Distributing, Inc.:
    1. No handling charge if returned within 30 days of the date of the original shipment.
    2. A charge may be made for reconditioning, reboxing or repainting any returned goods which are not in resalable condition upon receipt by Alliance Distributing, Inc.
    3. Shortages of parts and components will be deducted from any credit which may be allowed.
  - b. Merchandise that was ordered in error by customer:
    1. A 20% to 50% restocking charge (\$10.00 minimum) will be assessed if goods are returned within 30 days of original shipping date. After 30 days RMA's are null and void and will not be accepted.
    2. An additional charge may be made for reconditioning, reboxing or repainting any returned goods which are not in resalable condition upon receipt by Alliance Distributing, Inc.
    3. Shortages of parts and components will be deducted from any credit which may be allowed.
    4. Customer is responsible for freight charges/expenses for all product authorized for return to Alliance Distributing, Inc. or manufacturer.

## WARRANTY POLICY

Goods distributed by ALLIANCE DISTRIBUTING, INC. are **guaranteed to the extent of the written warranty of each manufacturer from whom we buy.** The manufacturer makes all final warranty determinations, not Alliance Distributing, Inc.

Warranty cards/registration must be filled out and returned/ registered with Alliance Distributing or Manufacturer within 10 days of retail sale. They must be returned promptly to register the equipment for any warranty consideration which may become necessary. Every effort is made to handle warranty requests promptly.

## PROCEDURE FOR REQUESTING WARRANTY CONSIDERATION

**When you need to request warranty consideration for anything purchased from Alliance Distributing, Inc., proceed as follows:**

- I. Notify us of the nature of the failure with manufacturer's name and a full description of the equipment, its serial number if any, Alliance Distributing, Inc. invoice number for the equipment and any other pertinent facts.  
**WRITE: Warranty Manager-Alliance Distributing, Inc.-415 Enterprise, Hewitt, Texas 76643**  
**OR FAX: 254/666-0050**
- II. When we receive the request, we will send the proper warranty request forms. Some of our suppliers provide forms expressly for their products; other accept a standard form which we supply.
- III. Complete the warranty form in detail, and return to the above address.
- IV. When the form reaches Alliance Distributing, Inc., we may ask that you send, for inspection, the part(s) or component(s) which failed. In this case, we will send shipping instructions to be used in addressing the merchandise. Shipments must be prepaid. Unless asked to return parts, **always keep them** until the warranty claim is settled; in some cases, we may arrange for inspection at your place of business.
- V. When parts and/or machine components are received and inspected, we will make every effort to notify you within 30 days whether warranty replacement, adjustment or credit has been approved.