

4. Terms & Conditions

Pricing Disclaimer:

Contact your dedicated Account Manager or visit our [shopping site](#) to confirm pricing and availability. All manufacturers' suggested retail prices are subject to change without notice. Distributor pricing is subject to change without notice.

Order Charge:

All sales transactions are subject to carrier published freight rates, applicable surcharges, accessorial, handling and cross-shipment fees. Any transaction that does not meet the minimum transaction threshold is subject to additional fees.

Freight:

All freight is F.O.B. our distribution center. Our goal is to ship by the quickest, most cost-effective means available. Distribution Management reserves the right to pass through any charges imposed on Distribution Management by carriers including, but not limited to, delivery surcharge, residential surcharge, address correction, package refusal, and undeliverable shipments.

Order Cancellations:

Orders containing stock items can be canceled or requested for address update. Order cancellations are not guaranteed and are subject to cancellation, restocking and return freight fees. Items that are non-returnable cannot be cancelled.

Payment Terms:

Net 30. Terms are available to those who qualify. While credit approval is pending, we accept payment by credit card. Refunds due to overpayments will be subject to a \$25 processing fee. Returned checks will be assessed a \$30 bank charge.

Credit Card Processing:

Credit cards used after the point of sale will be charged a 3% convenience fee.

Distribution Management is authorized to charge your credit card on file for any open invoice(s) plus fees on reseller account whereas product has not been returned within 30 days from the RA issue date.

Invoice Methods:

Our preferred method of invoicing is EDI or email. If you require invoices to be sent via the United States Postal Service, a monthly service charge will apply.

Bill Pay:

Bill Pay is our preferred method of payment. Please access our online [bill pay website](#).

Credit Card Security:

For your protection, credit card numbers should never be disclosed on unsecured transmissions, such as faxes or emails.

Accounts Receivable Address:

Distribution Management
Accounts Receivable
P.O. Box 958381
St. Louis, MO 63195-8381

Credit Policy:

[Click here](#) to begin the credit process by completing the credit application. Credit is granted to customers who provide satisfactory trade and banking references. For higher lines of credit, financial statements and/or personal guarantees may be required. Past due invoices for sales may delay current shipping requests.

Account Ownership:

It is the sole responsibility of the Account Holder to initiate all changes to buying authority. This must be done via the [customer portal](#) on the Distribution Management website. Failure to update buying authority due to personnel changes (i.e., termination or change in responsibilities...) does not eliminate any debt incurred by that individual and the Account Holder will be liable for the purchase.

Merger Clause:

These terms and conditions constitute the sole and entire agreement of the parties with respect to the subject matter contained herein (and therein), and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. These terms and conditions may not be modified except by prior written consent of the Seller.

Term Altercation Clause:

These terms and conditions may change without prior written notification, but a change(s) does not void any personal guarantee previously signed securing the account.

Product Return Procedures:

[Click here](#) to obtain an RA. All product being returned (whether defective or otherwise) must have a valid RA# written clearly on the outside of the shipping container. Any product returned without an assigned Return Authorization clearly written on the outside of the shipping container will be refused upon delivery. Any items contained within the shipping container that are not authorized, not in the condition as described on the RA or are goods not originating from Distribution Management are considered Non-Authorized. Receipt of Non-Authorized goods by the Returns Department will result in no credit and are subject to additional shipping and handling fees. The disposition of any Non-Authorized return left unresolved after 4 business days of receipt will be destroyed with no issuance of credit. Items marked as "Resalable" condition must be free of defacement and with original manufacturer seal intact. Stock rotations are subject to a restocking fee.

Continued on next page

If you agree to the above terms and conditions and are authorized to do so, Initial here:

- All sales are final for items marked as Discontinued or Phased Out — no cancellations or returns.
- All product must be sent freight pre-paid by the reseller.
- Products marked as non-returnable cannot be returned for credit and are not covered by manufacturer/vendor warranty.

Requirements for Repackaging and Returning Product:

All products must be returned in the original packaging with all manufacturer packaging inserts, end caps, etc. If a product is returned as resalable, the manufacturer seal must be intact and product packaging free of defacement or damage.

Shipment Information:

Return Authorization #
Returns Department
1001 Premier Parkway
Dock #1
Saint Peters, MO 63376-3451

*Return Authorizations are voided 30 business days from the date created.
After 30 business days, credit may not be issued and additional fees may apply.*

Manufacturer Contact Information:

- Canon USA Supplies: For defective product or technical assistance, contact Canon product support directly at 800-828-4040 or 800-OK-Canon. Canon USA will require contact information, printer serial number and model.
- Hewlett Packard Equipment: DOA's – (Claim Type DOA/With Tech Support Approval). For any outstanding DOA units, the End User must contact our HP Customer Support Team at 1-800-334-5144 and troubleshoot the defective item. If the case worker determines that there is no solution and it must be returned to HP, CSP must submit the claim through PecWW (eClaims) within 30-day time frame from being sold to the End User.

The following information must be provided in order to accept this request;

- Tech Support Case Number
- Purchase Number
- Complete Part Number and Quantity
- Serial Number
- Tracking Number
- Hard Copy of the Invoice from CSP to End User

HP will validate the request and provide an electronically generated Returns Authorization Number and address for return, if applicable to guidelines, within a 48-hour time frame.

- OKI Supplies and Equipment: Open Box, DOA or Defective product claims must be issued directly to OKI by the Reseller via 1-800-OKIDATA.
- Xerox Supplies for Monochrome Laser, Legacy, Phaser, WorkCentre and Personal Printer: Defective claims must be issued directly to Xerox by the end-user. Please call 800-835-6100 (dial 1:1).

- Ricoh Supplies and Equipment: Open Box, DOA or Defective product claims must be issued directly to Ricoh by the Reseller via 1-800-Ricoh38. Ricoh will require proof of purchase, and/or printer model and serial number.

Product Warranty:

Product warranties, defect of otherwise, are provided by the vendor/manufacturer. Distribution Management will extend to reseller any transferable product warranties. Distribution Management will work with reseller within the confines of the vendor/manufacturer warranty to replace the product, repair the product, or refund original purchase price for the product.

Limitation of Liability:

Distribution Management will have no liability for failure to hold any product for reseller or for failure to deliver goods or services within a specified time period. Distribution Management will have no liability for damages directly related to these terms and conditions, will be limited to actual, proven, direct damages. Liability is limited to, and will not exceed, the net value paid to Distribution Management by reseller for that product or service which is the subject of the claim. If product fails to operate after the manufacturer seal has been broken, contact the manufacturer's technical support provided within the instruction manual and warranty registration card.

Carrier Claims (damaged):

Any shipment damaged in transit must be refused or signed upon delivery as "Damaged". Failure to sign for shipment with the denotation of "Damaged" will forfeit Distribution Management's ability to launch a claim with the carrier. In the event Distribution Management cannot launch a claim, the liability for lost or damaged merchandise transfers to the receiving party. Any shipment damage or product discrepancy must be reported to resellercustomer@distributionmgmt.com immediately upon receipt of shipment. In the event merchandise itemized within the provided packing slip is damaged or missing from the parcel, it may require a claim to be placed with the carrier. All carriers require that the original package and its contents be retained for claim investigation. Failure to retain the package and its contents will forfeit Distribution Management's ability to launch a claim with the carrier. In the event Distribution Management cannot launch a claim, the liability for lost or damaged merchandise transfers to the receiving party.

- All missing and damage carrier claims must be reported to resellercustomer@distributionmgmt.com within 30 days of the original expected delivery date. DM requires photos to initiate a damaged carrier claim. Claims submitted outside of the provided window will not be honored.
- All truck/LTL claims must be reported to resellercustomer@distributionmgmt.com within 5 days of expected delivery date. DM requires photos to initiate a carrier claim. BOL must be noted that items are missing or damaged. If BOL is signed clear, carrier will deny the claim. If reported after 5 days, we are unable to file a truck/LTL carrier claim.

Continued on next page

- To initiate a carrier claim, use the appropriate link below:

[Freight Carrier Claim Form](#)

[Parcel Damaged-in-Transit Claim Form](#)

[Parcel Lost-in-Transit Claim Form](#)

Carrier's Photo Documentation Requirements:

When submitting photo documentation for damaged package claims, we request digital pictures be provided:

1. A photo of the damaged item
2. Photos displaying the top and sides of the package
3. A close-up photo of the shipping label with tracking number (please zoom in enough to read the tracking number)
4. A photo showing the damaged merchandise, inside the original box, with all of the original cushioning (picture should show the placement of the merchandise and packaging inside the box)
5. A photo of the packaging material used inside the box (e.g. bubble wrap, Styrofoam peanuts, cardboard dividers, etc.)
6. A close-up photo of the box manufacturer's certificate (BMC), if available
 - o The BMC is a round stamp that details either the bursting strength of the box or the edge crush rating of the box.
 - o The BMC is generally found on a bottom flap on the outside of a corrugated cardboard box.

Lost or Delayed Shipments:

Shipments lost in transit - Parcel shipments carry limited insurance and coverage varies by service. The cutoff for filing a claim request is 5 business days from mailing.

Shipping Discrepancies:

In order to properly investigate, orders with shipping discrepancies must be reported within 5 days of delivery. This includes shipments that are short, over or incorrect items.

Distribution Management reserves the right to modify these Terms & Conditions at any time. Please [click here](#) for the most current listing of Terms & Conditions.

All materials, designs and printed matter reproduced herein are protected under holders appropriate laws. Reproduction in whole or part requires written permission from Distribution Management®.

Ground parcel shipments can often be exposed to periods of extreme temperatures during warm climate months. Distribution Management cannot guarantee shipments which contain candy products will arrive free from defect. It is recommended that during months of increased temperatures that candy options less likely to melt are utilized. Distribution Management cannot provide credit or returns for candy melted while in transit.