

CAR-PAK

DISTRIBUTOR TERMS & CONDITIONS

CAR-PAK**EFFECTIVE JULY 22, 2018**

**Electronic Price File is available by request through Customer Service.
Car-Pak Manufacturing LLC Sales Policies**

The following policies and information are guidelines for a sound business relationship between **Car-Pak Mfg., LLC** and you, **our Valued Customers**. We have condensed vital information on one document for your convenience. We will do everything possible within these guidelines to make sure your business experience with us is both profitable and enjoyable; however, unfamiliarity with policies and guidelines will not be accepted as reason for exception.

Toll Free Order Desk: 1-800-227-7257. Open 8:00 AM - 5:00 PM EST. Monday-Friday. Please have your customer number when placing an order or requesting information. To protect our distributors, **no distributor privileged information will be given over the phone without a customer number for verification purposes.**

24 Hour Phone Service: After office hours, messages or orders are automatically recorded - call 1-800-227-7257 and for local customers, call 859-442-4543 (24 Hours/Day, 7 Days/Week)

Fax Number: 1-859-442-4546 or 1-248-280-5854 (24 Hours/Day, 7 Days/Week). If for some reason you must retransmit, please mark "**second attempt**" on the fax to avoid a duplication of a fax order.

Website: Authorized Distributors can place their orders via the **www.CarPak.com** (24 Hours/Day, 7 Days/Week).

Minimum Order: **\$40.00** per order. There is a \$5.00 small order processing charge for orders under \$40.00 net. The \$5.00 small order fee is automatically added and small orders are processed and shipped.

Terms: 1% - 10 Days/Net 30 Days (Penalty charges of 1-1/2% per month will be imposed for late payment). A minimum \$45.00 fee will be assessed for returned checks.

Payment: US dollars only. We also accept MasterCard and VISA. Wired funds "**Bank Fees**" are the responsibility of the customer.

Drop Shipments: No additional charge for drop shipments to business locations in the Continental United States.

DISCOUNTS FOR BULK QUANTITIES: MOST OF OUR ITEMS ARE AVAILABLE IN BULK AT A DISCOUNT OFF LOWEST UNIT PACKAGE PRICE - QUOTATIONS AVAILABLE UPON REQUEST. BULK QUANTITY STARTS AT 50 TIMES THE UNIT PACKAGE QUANTITY.

Back Ordered Items: On unit package orders we ship what is available and cancel the balance. We do not back order unit package stock, only bulk items unless requested by the customer. Customer is responsible for shipping charges of back ordered items. Orders may be placed for out-of-stock unit items to be shipped as soon as they are available. The \$40 minimum order and \$5 small order processing charge policy apply. Estimated "In Stock" dates for back ordered items are printed on each invoice for your reference.

Shipping Charges and Prepaid Freight Policy: All prices are F.O.B. Cold Spring, Kentucky - Freight fully **Prepaid on normal unit package orders of \$1750 or more** in the 48 continental United States. Bulk items, assortments, and window channel are excluded from prepaid freight calculation and are shipped F.O.B. Cold Spring, Kentucky. A service fee will be assessed for special shipping instructions. For freight policy questions, please contact our Customer Service Department.

Shortages or Errors on Shipments: Notification of any shortages or errors must be reported within **10 days of invoice date.** Returns that are not pre-authorized will result in an automatic handling charge of 35% or more. Prior approval from Car-Pak must be received before making any invoice adjustments.

Catalogs: Car-Pak catalogs are furnished at no-charge for your sales and office personnel. Catalogs you wish to furnish your customers cost \$3.00 each. Please include catalog and new item bulletin requests when placing an order. Car-Pak reserves the right to limit quantities of no-charge catalogs. **(CATALOGS ARE ONLY SHIPPED ALONG WITH ORDERS FOR PRODUCT BECAUSE OF FREIGHT CHARGES).**

Orders in Process: Any change to or cancellation of orders will be accommodated when possible depending on how far the order has been processed thru our facility; however a \$7.50 service charge will be imposed on each and every change.

Prices: All prices are subject to change without notice. Our Distributor prices are available to all Car-Pak Full-Line Distributors. Non-stocking Distributors are subject to a ten percent (10%) price surcharge. You will be notified if you are subject to this surcharge and the requirements necessary to become a Car-Pak Full-Line Distributor.

**PLEASE ORDER BY CAR-PAK / JOBBER NUMBER NOT BY DESCRIPTION.
PLEASE ORDER THE NUMBER OF UNIT PACKAGES DESIRED NOT THE NUMBER OF PIECES**

Continue on next page for our **Warranty, Merchandise Return Policy and Stock Adjustment Policy.**

Warranty

Published specifications and application information have been researched using reliable sources to obtain the most accurate listings; however, Car-Pak does not make or imply any warranty concerning the accuracy of the information. Car-Pak does not accept responsibility for errors, omissions or changes or for harm resulting therefrom. All information contained in the current catalog supersedes all information in previous catalogs.

LIMITED WARRANTY. Car-Pak warrants that the goods sold by Car-Pak will, on the date of shipment, be free from defects in material and workmanship under normal use and service. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF REMEDIES AND LIABILITIES. Buyer agrees that Car-Pak's liability and Buyer's sole and exclusive remedy pursuant to any claim of any kind, including but not limited to a claim in contract, negligence or strict liability, against Car-Pak shall be (a) the repair or replacement, at Car-Pak's option, of defective goods, or (b) a refund of the price allowable to the defective goods if Car-Pak is unable to effectively repair, replace or correct the defect in a reasonable time after using Car-Pak's best efforts. UNDER NO CIRCUMSTANCES SHALL Car-Pak HAVE ANY LIABILITY WHATSOEVER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF ANY SUBSTITUTE FOR THE GOODS, CLAIMS OF THIRD PARTIES, OR INJURY TO PERSON OR PROPERTY.

Merchandise Return Policy

MERCHANDISE MAY NOT BE RETURNED FOR ANY REASON WITHOUT FIRST OBTAINING AN AUTHORIZATION NUMBER FROM CAR-PAK.

Stock Adjustment Policy: In order to accommodate stocking Car-Pak Distributors who find they have accumulated items which they would like replaced with new stock – Car-Pak has formulated the following...

Please, there will be **NO EXCEPTIONS. Returning merchandise will be construed as acceptance of these terms.**

1. Only **current** items purchased within the last 12 months will be considered for return.
2. Discontinued items or items scheduled "To Be Discontinued" will not be eligible for return credit.
3. Cost of merchandise to be returned is to be figured at the **10-24 Distributor Price.**
4. All materials must be in **unbroken - original packages** and in saleable condition.
5. Merchandise must be returned **PREPAID.**
6. If permission is granted to return the merchandise, credit will be given only if an order for Standard Package Goods is issued amounting to **three (3) times** the value of items returned. This must be **ONE** order for the complete amount. i.e., If you return \$200 worth of merchandise, then you need a cover order for \$600. Neither past nor future shipments can be considered as part of the program.
7. This returned goods policy can only be exercised once each calendar year.
8. Material sold in bulk **Cannot** be returned for credit.
9. Assortments, Kits, Defroster Repair DFK-1, DFK-2, automotive light-bulbs, window channel, weatherstrips, plastic drawers, bins, cabinets, and miscellaneous. **Cannot** be returned for credit because of wear and tear on the bins, cabinets, drawers and trays.
10. Credits must be applied against future material purchases. **No checks** will be issued for returned merchandise.
11. Credits issued, must be used within 9 months of the date that they were issued.
12. Credits are processed usually within 30 days of merchandise being received.

Please remember that goods sent to Car-Pak Manufacturing, LLC must have the **AUTHORIZATION NUMBER** on the packages. **RETURNS THAT ARE NOT PRE-AUTHORIZED ARE SUBJECT TO A MINIMUM 35% HANDLING CHARGE. LIABILITY LIMITED ONLY TO THE REPLACEMENT OF DEFECTIVE MERCHANDISE AFTER INSPECTION AT OUR FACTORY.**

Car-Pak Manufacturing, LLC

Body Hardware & Specialty Fasteners For Auto-Truck-Farm & Industrial Maintenance Or Repair

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