



## Terms and Conditions

**MINIMUM ORDER:** Initial one thousand five hundred dollar (\$1500.00) order is required to become a stocking distributor. Minimum billing amount is fifty dollars (\$50.00). Any orders under minimum billing amount are subject to a service charge.

**PAYMENT TERMS:** Dabmar mandates net thirty (30) day payment on approved credit. An early payment discount of one point five percent (1.5%) will be allowed on payments made within ten (10) days of the invoice date. An additional service charge of twenty-five dollars (\$25.00) per check will be placed on any checks returned by the bank for reason of non-sufficient funds (NSF). Replacement payment must be made immediately by cashiers check or money order in the corrected amount. All past due payments are subject to one point five percent (1.5%) finance charge in addition to the original invoice amount or the highest lawful rate of finance charge per month applicable under the State Law. No orders will be shipped until all past due payments are made in full. Wire-transfer payments are subject to an additional fifteen dollars (\$15.00) service charge per transfer. Dabmar does not accept credit card payments.

**TRANSPORTATION:** All shipments are FOB Oxnard, CA with a freight allowance on shipments totaling fifteen hundred dollars (\$1500.00) net or more on shipments within the Continental United States to one destination. Post light fixtures and poles are excluded from freight allowances.

Partial shipments requested by the customer and bound to one or more destinations must each total fifteen hundred dollars (\$1500.00) net to be freight allowed. Routing of a shipment is at the discretion of Dabmar. Whenever practical, Dabmar will honor customer's special requests provided freight cost is assumed by the customer.

**FREIGHT CLAIMS:** When the freight carrier takes receipt of products, title of the products passes from Dabmar to the customer. All damage or loss claims must be filed directly with the carrier. Any damage made in transit must be identified and indicated on the carrier's delivery receipt. Dabmar is not responsible for any damage made during transit. Concealed damage must be reported to Dabmar within 10 days of delivery.

**RETURN MATERIAL AUTHORIZATION:** Regardless of the nature of the return, all returned product must be accompanied by a Return Merchandise Authorization (RMA) number issued by Dabmar. Freight must be prepaid by the customer. The RMA number must be clearly printed on the return carton(s) and referenced on all documents pertaining to the return. Any cartons returned without Dabmar's RMA number will be refused. All products returned for credit are subject to factory inspection for re-sellable condition. Credits may be reduced by costs incurred by bringing products to re-sellable condition. Except for products considered by Dabmar to be defective in material or workmanship, all returns are subject to a restocking fee charged in the amount of twenty percent (20%) of the original invoice amount. All products must be unused and returned in their original cartons. Non-stock orders accepted by Dabmar for modified, customized production or obsolete items are not cancelable, not returnable, and not refundable. All shipments refused by the customer are subject to a restocking fee charged in the amount of thirty percent (30%) of the original invoice amount as well as original and return freight charges.

**QUOTES & PRICING:** All Dabmar prices are subject to change without notice. All merchandise will be billed at prices in effect at time of shipment. Federal, State and Local Sales Taxes are not included in published or quoted prices. All quotations are subject to Dabmar's standard terms and conditions. Quotations are valid for a period of thirty (30) days from the date quoted, unless otherwise stated. Prices on confirmed held orders will be valid for sixty (60) days, unless otherwise stated. All quotation requests must reference specific quotation number and job name.

**PURCHASE ORDERS & CANCELLATIONS:** Any purchase order or purchase order cancellation must be submitted in writing and is subject for approval by Dabmar. Order cancellation (if approved) must be confirmed by Dabmar in writing and is subject to cancellation fee(s).

**DELIVERY SCHEDULES:** Dabmar shall not be in any way responsible for failure(s) or delay(s) in the fulfillment or execution of orders or shipments which are directly or indirectly caused by conditions of war, national or international emergencies, sabotage, inadequate transportation facilities, inability to secure raw materials or supplies including fuel and power, fire, flood, windstorms or other acts of God, strikes, lock-outs or other labor disturbances, orders by local authorities or any cause similar or of different kind which is beyond reasonable control of Dabmar. Any shipment discrepancies must be reported to Dabmar within 10 days of delivery.

**BACK ORDERS:** Any and all Dabmar items not available in stock at the time of scheduled shipment are automatically placed on back order status and shipped as soon as they are available and are back in stock. Customers that do not wish to receive back ordered items are required to submit an immediate written notification to Dabmar.

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_