



**DISTRIBUTING**

## POLICIES, TERMS AND CONDITIONS AGREEMENT

### TERMS AND CONDITIONS OF SALE:

- HP Marketing Company, hereafter referred to as "Company", does business under the following terms and conditions. We hereby reject any terms and conditions contained on any purchase order or other business form from any dealer which is different from and /or in addition to the terms stated herein.
- Each order is subject to acceptance by Company and Company may, for any reason reject the order in whole or in part.
- Company will only sell products authorized by our vendors and to authorized hpd resellers that are approved by Company at its sole discretion or in some cases our manufacturer's approval. In the latter case the reseller may be required to execute a manufacturer's fulfillment agreement.
- All hpd resellers must have on file at HP Marketing Company, a signed hpd credit application and agreement, dealer credit card authorization (if applicable), and a sign policy and terms conditions document.
- Minimum order amount is \$50.00.
- Companies shall reserve the right to make partial shipment of orders, which shipments may be invoiced separately and shall be paid when due, without regard to subsequent shipments.

### TERMS:

**HP Rep Evaluation Samples:** With approved credit: Net 30 days from the date of invoicing. All evaluation samples will be invoiced to the customer and credited when returned. All samples not returned within the thirty days are due and payable per the invoice. All past due invoices may accrue a service charge of 1.5% per month. Invoices may be paid for by C.O.D. Company Check, C.O.D. Cash, or Credit Card.

**Hpd Sales:** With approved credit: 3% 15, Net 30 from date of invoice. All past due invoices may accrue a late fee of \$50.00 and a service charge of 1.5% per month. All sales to accounts without approved credit will be C.O.D or C.I.A. Company Check, C.O.D or C.I.A. Cash or Certified Check, or Credit Card (with credit card authorization form on file). A 3% discount will be given to all C.O.D or C.I.A Company Check, Cash, or Certified funds payments.

**ALL SALES TO ACCOUNTS WILL BE CHARGED TAX IF RESELLERS CERTIFICATE IS NOT ON FILE AT HP MARKETING COMPANY LOCATED AT 7399 S. TUCSON WAY SUITE C-3 CENTENNIAL, Colorado 80112**

### FREIGHT:

All orders are shipped F.O.B. Centennial, Colorado in accordance with the prevailing rates of the transport carrier used, including but not limited to applicable handling charges, COD Charges and insurance. Risk of loss of, or damage to Company's products in transit passes from the Company to the recipient at the time of acceptance of the products by the carrier. Claims of short shipments or miss-shipments due to Company error must be reported within 10 Days of receipt of shipment in question.

### BACKORDERS:

- Products not in stock will be automatically back-ordered and shipped when available unless otherwise notified by dealer when order is placed.
- Company will endeavor to make shipments within a reasonable time but shall not be liable to the dealer, or the dealer's customer, for any damages, whether incidental, consequential or otherwise, for failure to fill orders or delays in delivery.
- Back-orders may be canceled by Company at any time based upon availability.



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**RETURNS:**

- Product returns will not be accepted by Company unless pre-approved. All products returned are subject to a 15% restocking fee.
- Products that carry an over-the-counter exchange privilege should be returned prepaid by Dealer to Company. HP will send replacement prepaid to dealer.
- LG fulfillment dealers will follow RA procedures set forth by LG. RA procedures are available upon request.

**WARRANTIES:**

All warranties made, either written or implied, are made solely by the manufacturers.

**ALL SPECIFICATIONS, TERMS, CONDITIONS AND PRICING ARE SUBJECT TO CHANGE WITHOUT NOTICE**

The undersigned agrees that (s)he has fully read and understands all terms and conditions as stated above and Company's distribution philosophy document. The individual signing below represents and warrants that (s)he has full, complete, and absolute authority to execute this Agreement, and bind \_\_\_\_\_ in all respects to the obligations, covenants, representations, and warranties contained herein.

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
Sales Representative

\_\_\_\_\_  
Name of Authorized Signer:

\_\_\_\_\_  
Signature of Sales Rep

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

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

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