



## Policies and Terms of Sale

### Business Hours

- Monday through Friday
- 8:00 a.m. to 5:00 p.m.

### Orders Placed with OED

#### On-Line / B2B Ordering

- B2B orders carry the least chance of error. On-line orders may be placed before and after normal business hours.
- All parts and non-serialized accessories (excludes oil/PowerFuel) earn a **1% discount** when placed via the B2B system.
- All B2B orders placed by 3:00 p.m. EST will be shipped the same day. This is subject to stock availability and/or credit approval.

#### Fax and Call-In Order Processing Schedules

- **Orders received before 2:00 p.m.** EST, excluding description orders, are processed the same day, subject to stock availability and/or credit approval.
- **Orders received after 2:00 p.m.** EST, excluding description orders, are included for processing the same day, only if time permits us to meet the pick-up schedules of our freight carriers. Orders received after 4:00 p.m. EST will ship the next day.
- **Orders placed by description** are processed as time permits. The expected delay in shipping these orders is determined by the volume of all other types of orders; however, a 48-hour delay is considered reasonable.
  - OED is not responsible for the accuracy of items ordered by description.
  - OED suppliers have links on [www.oedinc.com](http://www.oedinc.com). These links give OED Dealers access to parts breakdowns, owner's manuals, and service information.
  - This ensures that all OED Dealers have the availability and access to all required information to look up parts.
- **Customer Pick-Up Orders** require a minimum of one (1) hour lead-time for processing. Orders picked up prior to 9:00 a.m. need to be placed by 3:00 p.m. EST the prior day. Please pick up your order within 48 hours of the scheduled time or the order will ship according to applicable freight terms.

#### Order Consolidation

- Due to the efficiency of our real-time Warehouse Management System and our multiple pick-up times with outbound carriers, we are unable to consolidate additional orders with previously placed orders during a given day. Consolidation of your ordering process eliminates additional charges and may allow you to take advantage of our prepaid freight terms.

#### Minimum Order

- Each order is subject to a minimum billing charge of \$30 (dealer cost before freight charges). If the order is less than \$30, a minimum billing charge (order) is generated.



## Prepaid Freight Program and Terms

- Parts and non-serialized accessory orders totaling **\$225 or more** will be shipped freight prepaid.
  - **Exceptions: any item that is non-UPS shippable or shipped via freight will not count toward the \$225 minimum.**
  - This is subject to credit approval; past due accounts will not receive freight prepaid shipments.
  - Serialized accessories and oil and PowerFuel™ are not included in this program; they are subject to their own freight policies.
- Equipment/whole goods orders are subject to the freight policy outlined in their respective dealer programs. OED currently uses a **15-point system** to reach the prepaid freight level.
  - **ECHO and Shindaiwa Dealers** also qualify for prepaid freight if the dealer purchases **\$2,500 or more at dealer cost** in any combination of the following:
    - ECHO and/or Shindaiwa whole goods
    - ECHO and/or Shindaiwa attachments
    - ECHO and/or Shindaiwa accessories (excludes oil and PowerFuel™)
    - ECHO and/or Shindaiwa parts
- Parts and accessories ordered with whole goods that meet the requirements for prepaid freight earn the same freight terms as the whole goods.
- All shipments not meeting product line guidelines or not in compliance with the above are F.O.B. Raleigh, NC.
- Literature ordered with whole goods, accessories, and/or parts (Open Account only) receives the same freight terms as the whole goods, accessories, and/or parts. Literature ordered separately is shipped freight collect.

## UPS Flat Rate Policy

- Each order placed will be charged a Standard **\$12.98 UPS Flat Rate** unless noted below.
  - Orders totaling less than \$225 will be charged \$12.98 per order.
  - Each order is subject to a \$30 minimum prior to the Flat Rate charge.
  - Once an order is placed, it cannot be changed or added to.
  - Drop ship orders are not included.
  - Residential addresses will be invoiced regular shipping charges.
- **Parts Backorders:**
  - Dealers placing a Pre-Season Parts Order will not be charged freight on any backordered parts for that product line.
  - Dealers who do not place a Pre-Season Parts Order will incur regular shipping charges on backordered parts for that product line.
- **Accessory Backorders:** all dealers will be invoiced standard shipping charges on any accessory backorders.
- **Serialized products and oil/PowerFuel™** have separate freight policies. Refer to your current dealer program for additional information.
- **Products classified by UPS as oversized or overweight** and carry special UPS charges do not qualify for this program. Examples include: wheel motors, clutches, tires, deck shells/frames, drive shafts, impellers, mulch kits, trimmer and pruner pipes/tubes, saw cases, vacuum hoses.
- **Orders placed by description** or that require lookup do not qualify for the \$12.98 Flat Rate. These orders will be charged regular UPS charges.



## Shipping Shortages / Claims

- Shortages need to be reported within 48 hours of receipt of shipment. Claims for shortages after this time will not be honored.
- Claims for goods damaged in shipment, including concealed damage, need to be reported to the carrier by the receiver of the merchandise within the time limits set by the carrier. Retain both the merchandise and the shipping carton(s) until the carrier gives you further instructions for their disposition. OED is not responsible for damages, concealed or otherwise. This needs to be determined at time of delivery.
- OED will assist, if required, by providing information for you to file your claim with the applicable carrier.

## Collect on Delivery or C.O.D. Orders

- Any C.O.D. charges generated by our carriers (motor freight or small package) are billable to the dealer.
  - Orders shipped via motor freight will have pricing set by the trucking company. These charges are usually based on the dollar value of the order.
- Allow 48 hours processing time for C.O.D. orders.

## Drop Ship Policy — Parts and Accessories

- All drop ship orders to end users need to be entered on OED's B2B on-line system.
- "No description" orders will not be processed.
- Dealers take responsibility of handling any shortages or lost shipments with their end user.
- Each order needs to meet OED's current minimum of \$30.
- Only UPS orders are drop shipped.

## Accounts Receivable Policies

- All invoices are payable on the 10th of the month, in accordance with the dealer's Acceptance of Terms for each product line program. Payments received after the 10th are subject to a loss of discounts and a finance charge for the number of days of past due. Floor plan is due under guidelines of product plan number or when sold – whichever comes first.
- Dealer agrees to pay on the 10th of the month for all units sold prior to the due date(s).
- Statement cut-off is the 25th of the month. Finance charges are calculated from the 10th of the month on past due invoices.
  - If the 25th falls on a Saturday or Sunday, the cut-off will be the Friday before.
  - If the 25th falls on a holiday, the cut-off will be the last working day scheduled by OED.
- Invoices for \$100 or less for merchandise that qualifies for installment payments are subject to be billed with a single due date.
- Available discounts and/or allowances may be utilized if your payment is received at OED by the 10th of the month.
- Credit memos should be utilized within the current statement cycle.
- Payments may be made anytime on our Bill Pay Site (<https://billpay.oedinc.com>). Bill Pay is a free online payment system that shows a real time balance of your account and is available 24/7. Bill Pay is the quickest and most cost effective way to manage your account.



## Parts Returns

- A Returned Merchandise Authorization (RMA) needs to be requested from and approved by OED prior to returning the merchandise to OED. Once issued, RMAs are valid for 60 days.
- Parts need to be new (not installed or marked) and in the original packaging.
- Obsolete, superseded, or special ordered merchandise is not eligible for return.
- Approved merchandise needs to be shipped prepaid to OED's warehouse.
- **Restocking charge is 15%.** All parts/merchandise returned to OED is subject to a 15% restocking charge. Merchandise shipped from description orders and returned will receive a 15% restocking charge.
- Dealers placing an annual Parts Pre-Season Order are eligible for an annual parts return (pre-approval required) that is not subject to the 15% restocking charge. Refer to your individual product line Parts Program for details and/or the Annual Parts Return Program section outlined below.
- Credit for authorized returned parts/merchandise is issued at the original purchase price, less all prepaid freight and any additional discounts taken. Your help in supplying original invoice numbers or copies of invoices will aid in the processing of your credit memo and will ensure correct credit amounts.

## Annual Parts Return Program

- Dealers participating in Parts Pre-Season Programs may participate in one (1) annual return for overstocked parts for applicable product lines.
- Parts returns under these program are accepted from November 1 through December 31 each year. Submissions for approval of parts need to be made at least 30 days prior to the dealer's selected return date. Approval of the parts return will include the dealer's assigned shipping date. There is no restocking charge for these returns, up to the value of the Parts Pre-Season Order for the same calendar year.
- To request an overstocked parts return, the dealer submits to OED a list of part numbers and quantities to be returned. This list is reviewed by OED and an RMA is prepared for those parts that meet approval criteria.
- OED is unable to accept the following items:
  - Obsolete, discontinued parts, and parts replaced by another part
  - Parts not in labeled and sealed packages
  - Parts not included on the RMA and unidentified parts
  - Parts damaged in shipment
  - Parts quantities greater than shown on the approved RMA
  - Parts with a short shelf life with a last purchase date of 24 months or older
  - Special ordered items
- After preparation of the RMA and assignment of the dealer's shipping date, the RMA is sent to the dealer. The dealer will then return the parts to OED on the scheduled shipping date. The RMA number needs to be clearly marked on the outside of the carton(s).
- Merchandise that does not meet the guidelines of this policy will be discarded without notice or obligation.

**Prices, terms, specifications, and conditions of sale are subject to change without notice or obligation.** Always refer to the most current notice for a topic. These supersede all prior notices for the applicable topic.

## **Outdoor Equipment Distributors, Inc.**

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