



Terms of Sale for Deer Park Distributors, LLC: (Revision: 11-1-2011)

1. Prices: All wholesale prices are exclusive of shipping charges and are FOB Brownstown, IL. The most recent dealer price list is available by emailing <u>sales@deerparkdist.com</u>. Dealer pricing is subject to periodic updates and changes, and dealers will be notified via email or newsletter of any pricelist updates throughout the year.

2. Sales Tax: No sales tax is assessed on any wholesale item by Deer Park. All state and local sales tax collection is the responsibility of the selling dealer.

3. Credit Card & Terms of Payment: All drop ship dealers must have a valid MasterCard or Visa on file with Deer Park to process drop ship orders. Credit Cards on file with Deer Park must have a signed Credit Card Authorization Form (included in our dealer set-up packet). If multiple credit cards are kept on file, individual orders must specify the billing account. Credit cards on file are processed daily for total product and shipping charges incurred that day. Credit Cards may be charged for product costs, drop-ship fees, and shipping charges. Shipping charges may include "reversed" 3rd party billing if 3rd party shipping account is not honored by shipping provider. Past-due accounts, expired credit cards or no signature on file will result in shipments being held until payment is received.

4. Minimum Orders: There is no minimum for individual orders.

5. Drop Ship Fee: Drop ship fees are assessed on orders billed to dealers and shipped to consumers. Drop ship fees are assessed per order, not per item. No drop ship fee applies to orders sent directly to dealer's offices, retail location or warehouse facilities. Our drop ship fee schedule is as follows:

- No drop ship fee applies to domestic orders under \$30.00 in product charges.
- The drop ship fee for orders over \$30.00 and with US Destinations is \$5.00 per order
- The drop ship fee for <u>any</u> international order (including Canada) is \$7.50, regardless of the total amount of the order
- The drop ship fee for domestic orders utilizing 3rd party billing is \$7.50
- The maximum drop-ship fee total assessed to any individual order is \$7.50

6. Bulk & LTL Shipping: When appropriate, we will provide freight quotes via LTL carrier for retail outlets and warehouse operators. Discounts will apply to many bulk orders, depending upon the item and quantity of the shipment. Bulk shipping quotes are available for any product, at anytime, by emailing <u>sales@deerparkdist.com</u>.

7. Shipping Charges: We charge published UPS shipping rates, plus any applicable drop ship fee. All UPS shipments originate from Zip Code 62418. Full size jukeboxes are shipped UPS and dimensional weight rules may apply. Dealers utilizing a "3rd party billing" shipping account are responsible for any charges that UPS or other carrier "reverses" to the shipper in the event the "3rd Party" account is not honored by the shipping company. In the event of a "recalled" shipment due to a cancelled customer or dealer order, dealers are responsible for all UPS shipping and fees to return the product to Deer Park Distributors. For domestic individual replacement needle orders or cleaning kits, we utilize the United States Postal Service (USPS) Priority Mail with delivery confirmation. The fixed shipping rate for replacement needle orders and cleaning kits is \$6.00.

8. Returns: All Crosley items are covered by a one year manufacturer's warranty. Any defects or problems within that timeframe can be resolved by calling Crosley customer support at 1-888-276-7539 or emailing them at <u>crosleysupport@crosleyradio.com</u>. Deer Park Distributors also has warranty and return policies that run concurrent with the manufacturer's warranty. Request for returns to Deer Park must be submitted either online, by email or fax. Please see our Deer Park Distributors Dealer Return Policy for full details.

9. Ordering Process: Drop ship orders must be received by Deer Park Distributors by either fax or email. Drop ship orders are not accepted over the phone, however phone orders are allowed for direct shipment to retail locations. Orders should be emailed to <u>orders@deerparkdist.com</u> or faxed to 618-427-3088. Individual orders should clearly show the recipient address and phone, the product code, color (if necessary) and quantity. PO numbers are encouraged for tracking purposes. If no PO number is supplied by the dealer, the recipient's first initial and last name will be utilized by

Deer Park. Missing or incomplete information will result in delayed shipments. All inventory is allocated to dealer orders on a "first in, first out" order prioritization. Deer Park does not allow "held" or allocated inventory items for dealers. Dealers will be notified of backorders upon receipt of order at Deer Park, and given the option to cancel the order or backorder the item in question.

10. Inventory Status: Deer Park publishes a weekly inventory feed sent via email which is available by subscription. Email <u>inventory@deerparkdist.com</u> to subscribe. During peak-operating months, the inventory feed is sent twice per week. Inventory is reported as "In Stock", "Low Inventory" and "Out of Stock". For online marketplace and e-commerce sellers, we recommend removing all inventory marked as "Low Inventory" from your retail program until the item is returned to "In Stock" status.

11. Order Lead Time: Individual orders received prior to 1:00PM CST will be processed the same business day when the item is in stock, in most circumstances. During peak operating periods (November 1 through January 15th), orders received by 11:30AM CST will be processed the same day when the item is in stock, in most circumstances. Lead time for most LTL and bulk-shipments is 2-3 business days and can vary considerably given the choice of carrier, time of year and size of order. Bulk shipments during the peak holiday operating period are subject to longer lead times.

12. MAP Pricing: MAP (Minimum Advertised Price) Pricing is occasionally implemented on certain Crosley items. Items covered by MAP pricing will be clearly identified on the current Wholesale Dealer Price List. MAP pricing generally has two different tiers, which allow the item to be sold with or without shipping included. Violations of MAP Pricing include selling below the correct MAP tier and "bundling" no-charge items with the MAP price-protected item. Dealers violating MAP pricing guidelines are subject to cancellation of orders or suspension of dealer privileges.