

EATON Detroit Spring, Inc. Dealer Sales Policy

Effective April 1, 2018
Supersedes all previous policy statements

Discounts are based upon a Dealers previous years purchases. A discount for new Dealers will be based upon a mutually agreed upon Dealer's anticipated annual purchases.

Annual Sales	Leaf Springs	Coil Springs
Less than \$2,500.00	None	None
\$2,500.00 to \$5,000.00	10%	25%
\$5,001.00 to \$7,500.00	20%	35%
Over \$7,500.00	25%	40%

Leaf and Coil spring components receive the same discount as the springs.

Qualifications:

Businesses that wish to become a Dealer will be required to provide the following documentation:

1. A letter on your Company stationary in which you state your desire to become a Dealer for EATON Detroit Spring, Inc.
2. A Legible copy of your Federal or State Business License or Resale Certificate.
3. Copies of a local or national advertisement showing you are actively seeking business. Flyers are not acceptable. Web site is acceptable.

Dealership will not be made available for those who cannot provide the required documentation.

Terms

1. All new accounts will require a Credit Card or upfront payment until such time as the Dealer has submitted to our credit department a completed credit application, the application has been approved and an open line of credit assigned. The credit department may request additional credit references, financial statements, or require that the account sign U.C.C. form as a condition of granting an open line of credit.
2. Payment terms are Net 30.
3. A service charge of 1-1/2% per month (18% per year) will be charged to all accounts overdue beyond our stated payment terms.
4. Payments are to be mailed to EATON Detroit Spring, Inc., 1555 Michigan Ave., Detroit, MI 48216.
5. Accounts are delinquent if not paid as outlined under payment terms above. No shipments will be made to any delinquent account until the total balance is paid in full. Repeated delinquency will cause the Dealer to be placed on permanent advanced payment.

6. Should an account become delinquent, the Dealer will be responsible for all attorney fees and other costs of collection.

Returned Checks

All customers whose checks are returned unpaid to EATON Detroit Spring, Inc. will be charged a \$35.00 handling fee. Any discounts previously taken will automatically be disallowed and the full amount will be considered delinquent if not received by the 25th of the month.

Ordering Information

Orders are accepted by phone, fax, e-mail, on-line and through your field sales representative. Our normal business hours are 8:00 am to 5:00 pm Eastern Time Monday through Thursday and 8:00 am to 4:30 pm Friday. Office is closed Saturday and Sunday and all major Holidays.

Order line	1-313-963-3839
Fax line	1-313-963-7047
E-mail	sales@eatonsprings.com
Web	http://www.eatonsprings.com/

Purchase Order Requirements

1. All individual and extended pricing must be completed.
2. Purchase order number must be included.
3. Complete shipping information required.

Minimum Order

To assist in your sales efforts, we do not require a minimum order.

Change Orders or Cancellations

Orders are processed immediately upon receipt. The Dealer assumes responsibility for all shipping charges for orders that are cancelled or changed after the order has been shipped. Contact us immediately by fax or e-mail with any change or cancellation of orders.

Rush Shipments

If a rush shipment is required EATON Detroit Spring, Inc. will do its best to provide that service under the following guidelines.

1. Any order with an express shipping method requirement such as next day, second day or overnight express, will be shipped the same day, if possible, if the request is received before **12:00 noon Eastern Time**. Orders received after 12pm will be processed and shipped the next business day.
2. The Dealer's purchase order must state "RUSH ORDER" and include information on the requested shipping method and time. The Dealer is responsible for all freight charges on rush orders.
3. EATON Detroit Spring, Inc. will choose the carrier for all rush orders.

Back Orders

1. Any product placed on back order will be shipped when the product becomes available unless other arrangements have been made.
2. Should a Dealer decide to change the status of a back order, EATON Detroit Spring, Inc. must be notified in writing.

Export Accounts

Advance payment (wire transfers, credit card) is required for sales to export accounts. All payments are payable in U.S. funds.

Price Changes

Prices are subject to change with or without notice.

Damaged Shipments, Shortages

1. All shipments are F.O.B. Detroit, Michigan. Title passes at time of shipment. Carton shortages and damages must be claimed against the carrier at the time of delivery. To expedite processing of claims against the carriers, the Dealer must note damages on bill of lading at the time of delivery, and promptly request an inspection by the carrier or his claims agent. Dealer is advised to keep all damaged packages until the carrier inspects them. Failure to do so may result in your claim being denied.
2. If a shortage is found within the shipment it must be reported in writing, (mail, fax or e-mail) within 10 days. Claims not received within this time frame will not be honored. Claims should refer to the invoice number, date of invoice, date of shipment, part number, description, and carton count.

Freight Policy Charges

1. If not specified by the Dealer, the most efficient surface shipping method possible will be used. Dealers may specify a particular truck line or shipping method. However, any additional costs incurred by EATON Detroit Spring, Inc. will be charged back to the Dealer.
2. All Dealer orders will be shipped Fed Ex, US Mail or truck freight. Fed Ex and US Mail charges will be added to the invoice. Truck freight will be shipped freight collect, F.O.B. Detroit, Michigan. Dealers with pre-established third party freight billing arrangements should provide the shipper's name and third party account number. Any additional costs incurred by EATON Detroit Spring, Inc. will be charged back to the Dealer.

Drop Shipments

EATON Detroit Spring, Inc. will drop ship orders direct to the Dealer's customers at our normal rates. The Dealer's address will be used as the Return Address on the shipping label. Drop ship service is only available through Fed Ex.

Drop shipments using a Dealers Fed Ex account number may incur a \$10.00 per order handling charge.

Refused Shipments

Any expense due to, or resulting from a refused shipment, must be borne by the Dealer. Future shipments will not be made until EATON Detroit Spring, Inc. is reimbursed for any expenses incurred for refused shipments.

Liability Insurance

At the request of the Dealer, we will furnish a certificate of insurance covering all products supplied to the Dealer by EATON Detroit Spring, Inc. There will be a \$175.00 processing fee if the Dealer wishes to be named as co-insured.

Warranty Returns

1. Dealers may submit products for examination. Such returns are subject to the same conditions as covered in our published Limited Warranty.
2. Custom made product may not be eligible for warranty or return.
3. Prior to returning any defective product the Dealer must request and receive a Returned Goods Authorization (RGA) from EATON Detroit Spring, Inc. The defective product must be shipped prepaid.
4. When the product is received it will be analyzed and a final disposition will be made in accordance with our Limited Warranty in effect at the time of purchase.
5. Products that are deemed to be defective by EATON Detroit Spring, Inc. and are within the warranty time period will receive a full or partial credit for the value of the part depending on completeness, usage or other factors.
6. Only product under warranty should be included.
7. If it is determined that the cause of the failure was not due to a defect in material or workmanship, the part will be returned to the Dealer at their expense.
8. Debit memo or invoice deductions are not allowed and will be charged back to the Dealer's account.
9. Stock adjustment returns are processed separately. Do not combine warranty and stock adjustments. Returning both warranty parts and non-warranty parts together will result in an additional 20% restocking charge added to our normal restocking charge.

Stock Adjustments

Stock adjustments are limited to 3% of the Dealer's previous year's net purchases from EATON Detroit Spring, Inc. The year of record shall be January 1st through December 31st.

A 2 for 1 dollar offsetting order is required for any stock adjustments.

The following are the requirements for processing stock adjustments.

1. Prior to returning any product the Dealer should provide EATON Detroit Spring, Inc. with the candidate list of returns.
2. No discontinued, obsolete or item used as part of a display will be accepted for credit.
3. No custom made product are eligible for return.

4. All stock adjustments must have a Returned Goods Authorization (RGA) number that is obtained from EATON Detroit Spring, Inc. customer service department. Any stock adjustment returned without this number will be refused.
5. No RGA Number can be authorized without a two-for-one-dollar offsetting order, for immediate shipment with standard terms only. Previously placed orders may not be used as an offsetting order.
6. Products that have been cannibalized for its parts are not eligible for stock adjustment returns and no credit will be allowed, nor will partial credits be issued.
7. Debit memos or invoice deductions will not be allowed and will be charged back to the Dealer's account.
8. All stock adjustment returns will be credited at the original purchased price.
9. All items returned must be in new condition. We cannot accept any returned items for credit or exchange that have been installed, or are shopworn. All products returned must be in perfect condition and in their original carton package and are subject to factory inspection.
10. A minimum 20% restocking charge in lieu of repackaging charges will be levied.
11. Stock adjustments must be returned freight prepaid and with the RGA Number clearly marked on all master-shipping cartons.
12. Do not return parts for warranty consideration with any stock adjustment.
13. Non-authorized returns will be returned at the Dealer's expense.
14. One stock adjustment can be made annually and allowances will not accrue from year to year. The return may be processed anytime through the year with year-end cutoff being the last working day of the first week in December.

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