



# SALES POLICY

effective January 1, 2006

## PRICING GUIDELINES

All prices and terms are subject to change without notice. Wholesale Distributor minimums are as follows:

1. Opening order: 60 cases
2. Annual purchases: \$4,000.00
3. Re-order: standard terms

The possession of this price list by any person is not to be construed as an offer to sell anyone the goods listed herein at prices stated.

## TERMS

Net 30 Days, F.O.B. Sprayway-Addison, Illinois.

## FREIGHT ALLOWANCE

Sprayway will prepay full freight charges on orders of 40 cases or more to any domestic destination. All shipments and prices quoted herein are F.O.B. point of origin. All shipments less than 40 cases will be shipped freight charges prepaid and added to customer's invoice. When customer specifies carrier, shipment will be "collect."

Sprayway reserves the right to select the carrier when freight charges are being paid by Sprayway.

Orders to a single domestic destination with the following case quantities per order will receive an additional freight discount off of published prices:

300 cases - 4%	1,200 cases - 6%
600 cases - 5%	2,400 cases - 7%

## ADDITIONAL FREIGHT SERVICE CHARGES

Sprayway reserves the right to invoice for any additional freight costs incurred during the shipping or delivery of your order. Examples of such services include, but are not limited to: Liftgate delivery, residential delivery, inside delivery, sort-n-seg charges, re-delivery and detention charges.

## SMALL ORDER HANDLING CHARGE

Orders less than 20 cases will be accepted, but will be assessed a \$15.00 handling fee, plus product cost and transportation charges.

## FREIGHT DAMAGE & SHORTAGES

The freight industry generally requires the following actions in the event of freight damage and shortages. As the terms of sale are F.O.B. Sprayway, it is the customer's responsibility to note visible carton damage or shortages on the freight receipt. Shortages must be noted on bill of lading at time of delivery with the truck driver present. Send the signed delivery receipt, noting the damages or shortages, to the Sprayway traffic department, which will file a written freight claim. Concealed damage must be reported in writing to Sprayway within 10 working days.

## TELEPHONE/VERBAL PURCHASE ORDER

Sprayway will only accept verbal orders on the following conditions: The customer must furnish a name or purchase order number. The customer accepts responsibility for all products supplied incorrectly. To minimize errors, Sprayway's sales representatives will read back the quantities, product numbers, descriptions, and shipping address to the person placing the verbal order. Sprayway accepts no responsibility for duplicate orders sent that are not clearly and obviously marked as "confirmation of phone order." All order cancellations must be in writing.

## RETURNS

No merchandise will be accepted without a valid written authorization from Sprayway including a return authorization number. All returns must be received within forty-five (45) days from issuance of the return authorization number. On returned merchandise that was correctly supplied and has not yet been used, a 20% handling charge will be made to cover the cost of inspection and repackaging. In addition to the restocking fee, if reconditioning is required, the net cost of such work will be deducted from credit issued. All returned merchandise must be shipped freight charges prepaid and packaged in a manner that prevents shipping damage. Product no longer manufactured in its same form may not be returned for any reason other than product warranty.

## PRODUCT WARRANTY

Sprayway warrants its products against defects in material or workmanship for a period of one year from the date of original purchase. Sprayway will repair or replace (at its option) any merchandise or components found to be defective. Sprayway will not be responsible for any charge incurred without its prior approval, nor be liable for any incidental or consequential damages from breach of any express or implied warranty on its products. This warranty does not cover any damage due to accident, misuse, abuse, neglect, or product transportation.

## PACKAGING

Each product is packaged 12 cans, or 6 tubs, to a corrugated shipping carton.

## CUSTOMER PICKUP

Upon notification from Sprayway, a customer may pick up their order between 7:00 a.m. and 1:00 p.m., Monday through Friday. Orders will be picked up from the loading dock. For insurance reasons, customers must remain by their vehicle.