



Dealer Satisfaction Agreement

ACCOUNT SET UP:

A signed Dealer Satisfaction Agreement and a copy of your State Resale Tax Certificate must be on file at Evergreen Marketing Inc. (EMI), before an opening order can be processed. New account applications will be processed when we have received your opening order. Minimum opening order is \$100.00.

PAYMENT TERMS:

Choose from several flexible payment options: pay by cash, VISA or MasterCard. Open account terms are also available for qualified accounts; call for details.

RETURNED CHECKS:

A returned check will not be considered resolved until the amount of the check plus a processing fee is received in our office within five (5) business days upon your notification by EMI. This payment must be in the form of a cashier's check or certified money order. If the returned check is not resolved within five (5) business days, EMI reserves the right to pursue any and all legal action to resolve the situation.

EASY ORDERING:

We will ship UPS orders received before 2:00 p.m. (Eastern Time) the same day, limited to stock on hand and approval by our credit department. We will ship all backorders and special orders as product is available. EMI will determine the best way to ship all orders for the lowest overall cost and arrival in the best condition possible.

PACKAGE SHIPPING:

Backorders will be shipped prepaid if the original order met the freight prepaid minimum. Orders under the freight minimum will be shipped FOB, Sterling Heights, MI. Shipping charges will be prepaid and added to the invoice. FedEx Express, UPS Next Day Air, 2nd Day Air, and 3rd Day Air are available at an additional cost. EMI is not responsible for any damages or losses incurred from the performance of these carriers. You may pick up your orders at our warehouse from 8:00 a.m. to 4:00 p.m. EST, Monday-Friday, 44262 Phoenix Dr. Sterling Heights, MI 48314.

TRUCK SHIPPING:

Additional charges will be incurred if your business delivery location does not have a dock, or is considered to be located in a residential area, or if a liftgate service is required or any other additional services are required. It is your responsibility to check the shipment before the truck driver leaves your location. Any shortage or damage must be noted on the delivery receipt, countersigned and dated by the driver or the claim can not be honored and you then accept full responsibility.

CLAIMS OR SHIPPING CONCERNS:

Claims due to any cause must be made within five (5) business days from receipt of goods. We want to assure you of the best possible service and take the utmost care in being sure we fill your order accurately. If after receipt and inspection of your order a shipping error, discrepancy or freight damage is discovered please contact us immediately.

**REFUSED ORDERS:**

All orders that are refused, for whatever reason, will be charged for all shipping & handling charges, and a restocking fee of fifteen percent (15%) of the invoice amount.

RETURN MERCHANDISE:

Return Merchandise (RM) numbers are issued via telephone. The form will also be sent via fax or e-mail. Numbers are valid for thirty (30) days only. You must include the RM form and the RM number on the return label of each carton of merchandise you are returning and not on the carton itself; otherwise the shipment will be refused. Due to manufacturers' policies, some merchandise may not be returned for any reason. Merchandise that is "closeout" or "special order" is not returnable. Credit will be issued for merchandise only. No cash refunds will be issued.

RETURN OF NEW ITEMS STOCKED BY EMI:

All products returned must be within sixty (60) days from date of EMI original invoice. Return merchandise must be in its original factory sealed carton, complete with all accessories, manuals and must be in new condition. Items that have been used in Retailer's store, items bearing decals, marks or notations due to the dealer or dealer's customer are not acceptable for return. The product must be current (not discontinued) product. If the above conditions are met EMI will accept the product for return and will issue a credit to your account. However, the final decision is at EMI's discretion. No returns will be issued on television, TV combo, LCD and Plasma products.

RETURN OF OUT OF BOX DEFECTIVES:

Subject to the manufacturer's product return policy, we will replace defective products returned to us within thirty (30) days from date of EMI original invoice. However, some manufacturers require the dealer to have "out of box" failures repaired and do not allow exchange. All defectives must be in like-new condition and be returned in original factory carton with all packing materials, accessories, and manuals enclosed with products. Defectives are to be shipped prepaid freight to EMI. EMI will prepay the freight back to you, provided the product is still under manufacturer's warranty.

PRODUCT WARRANTIES:

All products sold by EMI are covered under the individual manufacturer's stated warranty. Please refer to the manuals and warranty cards enclosed with the product. Check with your local service center or call EMI for service center referral. EMI does not offer any warranty, expressed or implied other than the manufacturer's warranty. If you are unsure or have a specific warranty question feel free to call us at 1-888-254-0777.

SPECIAL ORDERS:

Special orders for items EMI does not normally stock can be accommodated for selected manufacturers' however; the dealer must issue a non-cancelable purchase order to EMI. Prepayment may be required before a special order can be placed. Special orders may be subject to a \$50.00 handling charge and/or a \$50.00 expedites charge. There are no returns on special order merchandise. Please verify compatibility and customer commitment before ordering these items. Special orders can take a minimum of three (3) weeks to ship depending on the manufacturer's stock available at the time.



THE FINE PRINT:

Dealer assumes all responsibility for proper selection, design, installation, operation, and maintenance of all the merchandise provided by EMI. Dealer will not hold EMI liable for any damage due to mishandling, improper installation, including but not limited to loss of profits. EMI has made every effort to insure the accuracy of information contained in its printed catalog, CD catalog, online catalog, and marketing materials. EMI does not accept any liability for errors contained herein. All specifications, terms and conditions, availability, model changes, and pricing are subject to change without notice.

Some product lines are available only in designated territories. Prices are subject to change without notice. EMI cannot be responsible for typographical errors or other misprints. The possession of this catalog does not constitute our offer to sell. EMI does not authorize any person to make verbal commitments nor assume for the Company any obligation or liability other than expressed herein.



Dealer Satisfaction Agreement

I have read, understand, and accept all terms of the Dealer Satisfaction Agreement.

DEALER NAME: _____

DBA: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Please return completed form to

Evergreen Marketing Inc.

Attn: Credit Department

44262 Phoenix Dr. Sterling Heights, MI 48314

Phone: 888-254-0777

Phone: 586-254-0770

Fax: 586-254-4790