



## DROP SHIP FULFILLMENT SERVICES AGREEMENT

**Effective date: 1/16/2008**

### **Orders:**

1. Please provide a copy of your State Resale Certificate when applying for an account.
2. Please provide a valid, Visa, MasterCard, American Express or Discover card before your first purchase.
3. Please submit orders via our online ordering system. Please email order changes and cancellation requests to [esales@albanydistributing.com](mailto:esales@albanydistributing.com). At this time we do not accept phone orders or changes.
4. Orders received after 1:00 PM Eastern Standard Time (EST), or anytime on a non-business day, will probably ship the next business day. We will try our best to get all orders out the same day, but sometimes that is not possible.
5. Albany does not charge handling fees for orders placed via our online ordering system. A \$1.50 order-processing fee is added to all orders placed via email or fax. Orders placed via e-mail and fax will appear in your online order within a few minutes after they are entered.
6. All correspondence with Albany Distributing should include your account number and Albany Order Number or PO Number if applicable.
7. Free ground freight available to Albany Gold and Platinum members only. Albany Starter accounts are not eligible for free freight.

### **Shipping:**

1. All shipments are subject to carrier regulations. For more information, please visit the following sites: <http://www.UPS.com>, <http://www.FedEx.com>, <http://www.DHL.com>, <http://www.purolator.com>, and <http://www.USPS.com>.
2. Refused shipments will be credited less a \$25 refusal fee, freight and handling charges.
3. A new Purchase Order is required for reshipment and charges will include freight and handling charges.
4. International shipments (Including Canada) are subject to Albany's International Shipping Agreement. This form must be signed and dated before we can process International Shipments for your account.
5. Albany can ship via U.S. Postal Service, but will only do so at your request. Shipments made via US Postal Service are shipped First Class or Priority Mail, are not insured, and delivery confirmation is only provided for Priority. If orders ship via USPS, all losses are customer's sole responsibility. Note: We require 2 to 4 business to process, package and ship USPS orders.
6. Military orders using APO and FPO addresses must be shipped via U.S. Priority Mail.
7. Under certain circumstances shipping methods are determined by the weight, size or destination of the order. Albany will use the most cost effective method to ship should this restriction impact one of your orders.
8. If a freight charge applies to your order, it will be calculated based on the UPS, FedEx or Purolator published rates. See the following sites: <http://www.ups.com>, <http://www.fedex.com> and [www.purolator.com](http://www.purolator.com).
9. All orders will be shipped using Albany's UPS or FedEx account numbers. Note: At this time we will not be able to use your account number.
10. UPS, FedEx and Purolator will not deliver to PO boxes. Please provide a physical address for all orders.

### **Backorders:**

1. If your item is out of stock, it will be placed on backorder status and shipped when available, unless you request otherwise.
2. All orders will ship complete unless otherwise specified.

### **Cancellations:**

1. Cancellation requests must be emailed to [esales@albanydistributing.com](mailto:esales@albanydistributing.com). The word CANCEL, your ACCOUNT NUMBER and the order # must appear in the subject line. If Albany is able to cancel the order, we will reply to your email request, "order cancelled per your request" and your web order will be updated to Cancelled status. If an order is unable to be cancelled, it will be invoiced. If you would like your account credited, you must contact your customer and either have them refuse the

shipment or return the merchandise to Albany. To be credited for freight and handling, you will have to produce Albany's cancellations notice that states, "Order cancelled per your request". Otherwise product will be credited as a regular refusal.

2. Albany reserves the right to cancel orders 48 hours after being placed if there is no response to messages letting you know there is a problem with the order or if there is a slow response to requests for payment.

#### **Returns:**

1. A Return Merchandise Authorization (RMA) number must be obtained prior to the return of any merchandise. Please contact Albany Customer Service at (800) 989-6980, option 3 for returns. Product returned without a RMA number will be returned to the customer at customer's expense.
2. RMA numbers are valid for 30 day.
3. Returns will be credited at the price paid on invoice or current selling price, whichever is lower, less any restock fee.
4. Returns will be processed as Credit only based on original payment terms. Albany does not offer cash refunds on returned merchandise.
5. Defective returns are eligible for return within 30 days from the Albany ship date. After 30 days, product must be referred to the manufacturer for authorized warranty repair.
6. Factory sealed product in new/re-sellable condition may be returned at Albany's discretion. Non-defective opened products are not eligible for return. Re-sellable products authorized for return will be credited at the price paid on invoice, less a 20% restocking fee.
7. Sale of closeout and special ordered items are final. Only defective closeout /special ordered product may be returned for credit as per normal Albany policy.
8. Items showing signs of misuse or consumer abuse will not be accepted for return. Custom installation products that have been painted are not eligible for return. Items designed for consumer use but used commercially are not eligible for return.
9. Products must be returned complete with original parts and documentation along with the original manufacturer's box/packaging. Incomplete returns will not receive full credit and fall subject to manufacturer's warranty. Where applicable, a fee up to 50% of the product price may be applied for missing parts, documentation, and manufacturer's box/packaging.
10. All returns must be shipped freight prepaid (i.e.: customer's expense) and double boxed with the RMA number displayed on the outside of the shipping of the shipping box along with the number of boxes being shipping back (i.e.: 1 of 6, 2 of 6).
11. Credit will be issued within 5 business days upon receipt of merchandise.

#### **Lost, Damage/Pilferage:**

1. Claims for lost shipments, or damaged/pilferage must be reported to Albany Customer Service within 10 days of delivery date/expected delivery date. If you have filed a claim, the claim number must be given to Albany's Claim Department when you report the damage/pilferage. Original boxes, enclosed documentation and packing materials should be saved. Carriers may require onsite inspect before the product can be returned.

#### **Mis-shipments, Mis-billings, and Shortages:**

2. Shortages, mis-shipments and mis-billing must be reported to Albany's Customer Service Department within 10 days of delivery date/expected delivery date. Original boxes, enclosed documentation and packing materials should be saved.
3. Mis-shipments are not credited in full upon notification. Any incorrect product shipments will be temporarily invoiced for inventory purposes until the item is returned and credited. This credit will offset the invoice amount. Contact your customer to return the incorrect product.
4. Replacement product must be ordered again as a new order number. Freight and handling charges will apply for new order.
5. If orders are duplicated or excess merchandise is shipped, you must contact Albany Customer Service and request an RMA number.
6. Your customer should then be contacted and the duplicated order should be refused or the excess merchandise returned, before credit will be given.
7. If it is proven that Albany made the error, a Call Tag may be sent for your customer to return the product freight-free. When the merchandise is returned, full credit will be given. Your help contacting your customer to return product shipped in error helps to keep Albany's price low and competitive.

#### **Payment, Price Protections and Offsets:**

1. Credit Card – Visa, MasterCard, American Express and Discover are accepted.
2. Debit Card, PayPal and Google checkout payments are also accepted..
3. Net terms may be established by the Albany Credit Department for accounts established over one year and in good standing.

4. Albany does not allow offsets, deductions or short payments. Pending credits cannot be deducted from checks. Please reference Albany's Order/Invoice# (not only the customer's PO numbers) on every check advice.
5. Albany does not give terms longer than 30 days. Please pay invoices within terms, from invoice/ship date not "receipt of goods".
6. Please contact Customer Service to request credits. While waiting for credits, please do not hold back payment for invoices that are due.
7. If account is on credit hold and prices drop between the time ordered and the time shipped, no credit will be given for the difference.

**PLEASE NOTE:**

1. Some manufacturers require prior authorization for shipments and in some cases their products cannot be sold on the Internet.
2. Albany requires that plasma TVs, LCD TVs, Projection Screens and other large, high-value items be shipped via "Other Method". Orders shipped this way MUST be inspected for damage prior to acceptance of the shipment.
3. You agree to provide Albany with a list of websites (present and future), where you are selling merchandise purchased from Albany.

**Termination Clause:**

Either party shall have the right to terminate this Agreement upon thirty (30) days prior to written notice to the other party, without cause. The Fulfillment Services customer, in addition, agrees to remove all products, images and references given them by Albany from the site, within the same time frame shown above.

**All images and descriptions supplied by Albany of its products, including images and descriptions on Albany's web site and its CD, are the exclusive property of Albany and its suppliers. Albany and its suppliers retains the right to all images supplied of its products, including images on Albany's web site and its CD. You are authorized to use these images only in connection with the sale of Albany products. No other use or distribution is permitted, and you may not use Albany's images in connection with the sale of products from any person or entity other than Albany. Albany retains the right to ask you to cease using our images for any reason. Use or distribution of Albany images for any purpose other than in connection with the sale of Albany product(s) will be considered an agreement to license Albany images and you will be charged accordingly. Prices and product availability are subject to change without notice. Albany cannot be responsible for typographical errors in our catalog. By placing an order, the FULFILLMENT SERVICES CUSTOMER accepts all Albany terms and policies.**

In no event shall either party's liability hereunder include any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage. This agreement stays in effect for as long as the Fulfillment Services customer, whose signature appears below, is purchasing from Albany Distributing (Albany) or until such time as Albany changes its policy and states so in writing. If any Fulfillment Services customer wants to make any changes to this document, the propose changes must be submitted in writing and attached, as an addendum to this document, and that addendum must have the printed names and signatures of both of the party's that sign below (the addendum) to be in effect.

By providing your signature below, you indicate your agreement to the terms set forth above. Both parties agree to the alternative dispute resolution process before engaging in the legal process.

I, the undersigned, have read and accept all Albany Policy stated within this document.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address \_\_\_\_\_