

Terms & Conditions of Sale

Terms

Until annual purchases exceed \$15,000 and credit has been established, all orders must be paid for in advance by credit card, company check or shipped C.O.D. Standard terms are net 10 days with approved credit. Any account with a balance 15 days beyond their terms may have credit suspended until it has been brought current. All past due accounts will be subject to a finance charge of 2% per month (24% APR) on the unpaid balance. Any check returned for non-sufficient funds will carry a service charge of \$35.00. Subsequent orders will require prepayment by a certified check until credit has been re-established. If we are required to commence legal action to collect on any unpaid balances, in addition to being assessed interest, court costs and attorney fees, costs of collection of the matter will be sought in collecting the unpaid amount of not less than 33 1/3% of the outstanding amount of principal and interest and other cost of collection. If legal action is necessary, it is understood this, or any other contemporaneous or subsequent agreement will be governed as to validity, interpretation, and construction effect in all other respects by the laws of the State of Indiana.

ACH Terms

I certify that I am an authorized representative of the Company indicated above and that I have the authority to enter into this Agreement on the Company's behalf. Company understands that this authorization will remain in effect until it is canceled in writing and agrees to notify Coverstar Central in writing at least 15 days in advance of any changes in its account information or termination of this authorization. Company understands that because these are electronic transactions, these funds may be withdrawn from its account the date an invoice is due, and that it will have limited time to report and dispute errors. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) Company understand that Coverstar Central may at its discretion attempt to process the charge again within 30 days and agrees to an additional \$35 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized payment. Company has certified that the above business bank account is enabled for ACH transactions and agrees to reimburse Coverstar Central for all penalties and fees incurred as a result of Company's bank rejecting ACH debits or credits as a result of the account not being properly configured for ACH transactions. Company acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law

Ordering

Part numbers are required when placing orders. Please give us a purchase order number if required by your Company. If you do not use purchase order numbers, the name of the person placing the order, or the date ordered will be used. Special orders require a 50% deposit before processing. Special order merchandise is not returnable for credit or refund. Special order merchandise pricing does not include freight costs.

Purchase Orders

Please give us a Purchase Order Number if required by your Company. If Purchase Order Numbers are not required, we will use the name of the person placing the order or the date the merchandise is ordered for the Purchase Order Number.

Pricing

Prices are subject to change without notice. Coverstar Central reserves the right to invoice at prices in effect at the time of shipment and to periodically audit and correct typographical or calculation errors.

Shipping

All stock merchandise is F.O.B. Coverstar Central Warehouse. Drop ship, out of stock items and special-order merchandise is F.O.B. to the shipping point. In the event that the Purchaser specifies in a Purchase Order the shipping carrier, type of service and payment, freight costs shall be charged in a manner consistent with the Purchase Order if possible. In the event that Purchaser has not specified a mode of shipment on a Purchase Order, such charges may be prepaid and added to invoice to Purchaser. Coverstar Central shall not be responsible or liable for any losses incurred by purchaser as a result of any delays in shipment. Shipments to residential addresses carry an additional service charge.

Inspection

Purchaser must notify Coverstar Central of concealed shortages within 48 hours of delivery.

Freight Claims

Coverstar Centrals' responsibility ends when an order is turned over to a common carrier. Purchaser must file all claims for lost or damaged merchandise with the carrier. If you give the carrier a clear receipt of goods that have been damaged in transit, you do so at your own risk. Freight damage or shortages should be noted on the receiving freight bill and filed with the delivering carrier.

Returned Goods

All returns must be authorized by Coverstar Central and must be requested within 60 days from the Invoice date. A Returned Goods Authorization number (RGA#) must be issued before it can be returned to Coverstar Central. Any merchandise returned without an RGA# may result in shipment being refused. Returned salable goods are subject to a restocking fee of not less than 20%. Returned goods must be shipped prepaid. C.O.D. shipments will be refused. Freight Collect shipments may be refused or freight may be billed back to shipper.

Warranty

Products sold by Coverstar Central are covered by Manufacturer's warranties and are subject to their terms. Coverstar Central gives no other warranties; either expressed or implied, Warranties cover only the product itself. No warranty is given for shipping, travel or labor. You will be billed for shipping on replaced or repaired items(s) that have been shipped back to you. If a cover repair is under warranty, the material used will be free of charge; however, charges for the sewing time will be incurred.

Warranty Replacements

If a warranty replacement product is requested, we will invoice you for the replacement product. Upon determination if the returned item is indeed covered under warranty, a credit will be issued to your account for the amount invoiced less any applicable shipping charge.

Product Safety & Liability

The dealer acknowledges its responsibility to supply its customers, all instructions, warranties and safety information provided by the manufacturers. The dealer shall install all safety labels on products in accordance with the manufacturers' instructions. The dealer acknowledges that some of the goods purchased can cause property damage and/or personal injury if not properly sized, handled, installed, maintained or used. The dealer shall be obligated to indemnify and hold harmless Coverstar Central from any and all claims or damage, loss or liability arising out of or connected with distributed goods that have been inadequately or improperly sized, handled, installed, maintained or used.

Bill and Hold

Dealer may request, in writing, that Coverstar Central store Products at its facilities for a period of up to sixty (60) days prior to shipment ("Bill and Hold Order"). Such request shall be in writing as set forth in the Quote for Products. For each Bill and Hold Order, Dealer expressly acknowledges and agrees that (i) Dealer has made a fixed commitment to purchase such Product, which is deemed non-refundable upon billing to Dealer, (ii) title to and risk of loss of such Products passes to Dealer upon placement into storage and Coverstar Central shall record such sales accordingly, (iii) Coverstar Central's records are adequate to identify the Products subject to a Bill and Hold Order as separate from Coverstar Central's own inventory at any time, (iv) Dealer has requested that such Products be a Bill and Hold Order for legitimate business purposes, (v) Dealer shall be responsible for any decrease in market value of the Products that relates to factors and circumstances outside of Coverstar Central's reasonable control.

When Dealer wishes to receive delivery of the Products, Dealer shall submit a written request for shipment to Coverstar Central. Coverstar Central shall use commercially reasonable efforts to ship such Products following confirmed receipt of such request. If Coverstar Central does not receive a request for shipment within sixty (60) days after the date of invoice and Dealer does not identify a Bill and Hold Order shipment date on the Quote, Coverstar Central may ship the Products to Dealer after the conclusion of such sixty (60) days period, in accordance with all standard terms and conditions or continue to store the Products at its facilities for an additional fee, which must be communicated before billed.

If Dealer places a standard order for the purchase of Products ("Standard Order") but fails to schedule delivery of the Products within sixty (60) days of the invoice date, such Standard Order may be treated as a Bill and Hold Order and/or an additional fee for storing Products may be incurred upon notification to Dealer.

Coverstar Central may charge a reasonable processing and/or storage fees for Bill and Hold Orders, including, Standard Orders that are treated as Bill and Hold Orders, and Bill and Hold Orders for which Coverstar Central has not received shipping instructions within sixty (60) days. All processing and storage fees, as well as paid invoices are non-refundable.

For each Bill and Hold Order, Dealer shall pay Coverstar Central invoices in accordance with all terms and conditions contained in Product Quotes, Sales Orders, and/or Credit Applications. For Bill and Hold Orders, all other terms and conditions applicable to Dealer's purchase of Products from Coverstar Central shall apply unless expressly modified in writing.