

Eclipse Distributing Policies & Procedures

Wholesale Discount Pricing

1. For most product lines that Eclipse Distributing sells, your pricing is based on the Purchase Level achieved from the Early Buy Program or set by your sales Rep based on your annual business and/or showroom display status. Eclipse Distributing reserves the right to refuse a sale to a particular dealer if the situation warrants it.
2. For most accessory or service items that we sell, the discount from our retail price will be set by your sales Rep. Some accessory items show dealer prices only.
3. The List Price or Retail Price shown in the catalog is a recommended selling price for the consumer. Your purchase cost is discounted from the List / Retail price list according to your discount figured in #1/#2, above. You are under no obligation to follow any of the suggested retail prices in the catalog. These prices are only a suggestion. However, if a MAP is shown you may not advertise below that price. ***Railing:*** *Price list per sales rep*
4. While we make every effort to keep our catalog up to date and to give you advance warning of a price increase, prices are subject to change without notice. Current price lists are posted in the dealer area of our website at www.eclipsedistributing.com. If we find a mistake in the catalog we reserve the right to correct it. Possession of a price list does not make you a dealer.
5. There are many costs involved in stocking and displaying items. The margins on our products are such that even at the lowest discount, you will make a reasonable profit. Obviously, the products you display or burn will sell better. Eclipse and the manufacturers offer you substantial discounts on burning/showroom displays. These discounts can help offset the cost of displaying your products. Chimney displays are also available for pipe sales. Builder Parade Home discounts or other programs may also apply - please check with your sales rep.

GENERAL SALES POLICIES AND INFORMATION

Hours: Mon. – Fri. 8:30 a.m. to 5:00 p.m.
Voice: (616) 301-2060 or 800-536-9000
Fax: (616) 301-2061 or 888-569-9479

TERMS

COD, Program Discounts or Net 30 days for approved accounts. VISA/MC is also accepted for COD or on-time Net 30 payments (*an additional 2.0% credit card fee may be charged if the account is past due or if used on certain promotions – call for details*).

A service charge of 1.5% per month will be charged on balances over 30 days. Past due accounts will be placed on a C.O.D. status after 60 days. Amounts received will be applied to the oldest balance first. Special promotions are not applicable if accounts are not current (either at time of order or payment).

CREDIT LIMITS

A credit limit based on average purchases and payment record is set for each account. Purchases that take you over your credit limit may be sent COD at our discretion. If you feel your credit limit should be changed, let us know. Personal Guarantees and UCC forms may be required for higher credit limits and dating program participation.

NSF CHECK

All checks returned to Eclipse for NSF will be subject to an additional charge of \$50.00 or 1% of the total amount of the check, whichever is larger. If necessary, collection fees will also be added. *No product will be shipped until the NSF check clears or is taken care of via cash, certified check, or credit card.*

DEALER'S SALES TERRITORY

A dealer's territory is established with the salesperson for your area. The size of the territory is based on area population and the degree of your involvement with the product. For a dealer to keep a product line it is expected that they maintain adequate inventory and showroom displays (as compared to other product lines carried), achieve sales volumes appropriate for the area served, and actively promote and sell the product. We want our product lines to be important to you - we don't want you to simply tie up the area so that no one else can sell them. Our manufacturers expect results from us too!

CO-OP ADVERTISING

Eclipse Distributing offers a 50% co-op advertising program for up to 2% of your purchases with selected manufacturers. Our advertising year runs from January through December. Allowance balances cannot be carried forward from year to year. The ads must clearly show the trademark, brand name, and identity of the product and its features. For co-op claims, send us (1) the full tear sheet (or transcript if from radio or TV) and (2) a copy of your billing for the ad. **WE MUST RECEIVE THESE WITHIN ONE MONTH OF THE AD DATE.** For advertising other than on radio, TV, or newspaper, contact Eclipse to see if it will qualify for co-op.

SHIPPING POLICY

ORDERS: Orders received by 12 Noon will be shipped that same day if at all possible. Orders received after that time will ship that same day or the next working day depending on order volume and truck schedules. Please be sure to indicate any special receiving requirements (such as needing a lift-gate) at the time your order is placed. There is NO minimum shipping order requirement. **Railing: In-Stock orders – same as above; Harmony Quick-Ship – product ships within 3 working days of receipt of order; UltraLox Custom – product ships as per quote.**

SHIPPING METHOD: In order to serve all of our dealers in the best way possible, all large shipments will be FOB Eclipse via Common Carrier. Smaller orders will go via ground. If a delivery is attempted and you are not able to receive, return and/or re-delivery fees are the responsibility of the dealer. Deliveries made via Eclipse vehicle may incur a small drop-off charge.

SHIPPING ERROR: In the event of an Eclipse shipping error, Eclipse will arrange for return pick-up.

FREE FREIGHT: Designated freight carriers give us preferred rates and we pass the savings on to you; Free Freight is available on larger orders (extra fees for a lift gate, phone call, etc. apply). Sorry, Free Freight is not available on Past Due accounts. 1 Free Freight shipment per early buy order. **Railing:** *All freight prices per quote*

FREIGHT DAMAGE - TRUCK: Freight claims will be YOUR responsibility UNLESS the following instructions are carefully followed. Concealed damage claims will not be honored by the carrier so check your products carefully and completely before signing the freight bill. Once product leaves our dock, any damage that occurs is the responsibility of the trucking company or the receiving company. **If damage or shortage is apparent when you receive the goods, note the details on the bill of lading before you sign for it and keep a copy.** Please call Eclipse to report damage immediately after the truck has left your dock to facilitate your claim. Unless noted otherwise, delivery will be considered complete and your responsibility when you sign for the shipment.

FREIGHT DAMAGE - Ground: Freight claims will be YOUR responsibility UNLESS the following instructions are carefully followed. If you receive an obviously damaged package, refuse it. If you later discover the contents to be damaged, keep the parts in the original box with the packing and call Eclipse. We will then take care of making the claim. Unless noted otherwise, delivery will be considered complete and your responsibility when you sign for the shipment.

RETURNS – 100% Credit 1st 30 Days

All returns must be approved before credit is issued. Returned goods which are in unused, sellable as brand new condition and in factory cartons are given 100% credit if returned in the first 30 days. Returns are subject to a 20% restocking charge if the invoice is over 30 days old, 50% after 6 months, and an additional 10% each month thereafter. If the item is used, if there is damage of any type or if the item is not in the complete, original packaging, additional reductions may be taken. **Sorry, we cannot accept a return on special order / custom items.** All returns are to include a copy of the original invoice. A credit will be issued on your account only after returned product is inspected and paperwork is verified. A completed RGA form greatly speeds up this process. **All freight packaging and freight charges are the customer's responsibility when returning product.**

WARRANTY CLAIMS

See information under Warranty Information or contact Eclipse.

***IF YOU HAVE A PROBLEM WE
WANT TO HEAR ABOUT IT AND
HELP!***

We at Eclipse value you and your business.

We may not be able to make all the problems go away, but we will make every effort to remedy any product or service concerns.

As always we appreciate you – and your business!

Order placement with Eclipse implies acceptance of the policies, procedures and guidelines contained in this document