

## GENERAL TERMS AND CONDITIONS OF SALE

CDI'S CUSTOMERS AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Credit Terms:**

- A. A credit application must be completed, signed and approved before an open account with CDI will be established.
- B. Customers with open credit terms are assigned credit limits. No purchase may be made beyond this limit unless other arrangements are made.
- C. Accounts 60 days in arrears will go on automatic credit hold. No additional purchases may be made until the account is back to current status, unless other arrangements are made.
- D. CDI reserves the right to request an updated credit application be completed, signed and submitted.

2. **Pricing Policy:**

- A. Freight Charges: It will be the responsibility of the customer to pay all freight charges. All LTL or Express Courier shipments of CDI stock merchandise will be shipped F.O.B. our warehouse location. All special order items shipped direct from the mill/manufacturer are shipped F.O.B. mill/manufacturer.
- B. Price Changes: Prices listed are subject to change without notice. New prices will apply on all deliveries on or after the date of the price change, unless a specified written quotation is obtained.
- C. Price Protection: Price protection is available only when specifically requested and when CDI confirms in writing. The purchaser is held responsible for proof of written confirmation.
- D. Large Specific Jobs: Contact us for quotations and written price protection on large specific jobs. Unless other terms have been arranged to, CDI will invoice the entire job when any portion of it is taken from our warehouse.

3. **Sales Tax:**

All sales are subject to Iowa sales tax unless a tax-exempt certificate is provided. All local option taxes where applicable will apply.

4. **Payment Terms:**

- A. Customers with open lines of credit may qualify for various discounts on certain products only. Terms are included on published price lists, and at the bottom of each invoice. Terms are not allowed on tax, freight, or service fees.
- B. Any account, which is past due, is **NOT** eligible for discount terms until the past due amount is paid in full.
- C. Invoices not paid by the due date stated on each invoice will be subject to service fees at an 18% annual rate. Such service fees will be calculated monthly (at a 1 1/2% monthly rate) and invoiced the last business day of the month. A minimum monthly service fee is \$0.50.
- D. A \$20.00 service charge will be assessed for each check returned to CDI as non-sufficient funds. CDI will accept only a certified check, cashier's check or a money order in payment to cover such a returned check plus service charge.
- E. CDI reserves the rights to refuse to accept personal checks from those persons or companies that have written non-sufficient fund checks to us in the past.

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Revised: June 2010

5. **Availability of Merchandise:**

All orders are accepted subject to the availability of the merchandise at our warehouse. If any merchandise happens to be temporarily out of stock, we will do everything possible to hasten delivery from the manufacturer or try to obtain it from another distributor. In such cases, any extra price of freight charges incurred on a LTL shipment will be the responsibility of the customer.

6. **Special Order and Non-Stock Items:**

Please allow for extra delivery time on any special order and non-stock items. C.O.D. customer must pay for 100% of the special order at the time it is placed. Customers with open credit terms will be billed for special orders within 30 days from when they arrived in CDI's warehouse if not picked up. Special or non-stock orders may not be canceled unless CDI can cancel with our supplier. Extra freight charges to bring the merchandise to CDI's warehouse and any broken carton charges, etc. will be the responsibility of the customer for all special order merchandise.

7. **Limited Warranty:**

CDI and our suppliers warrant that the products we sell are free from defects in materials and workmanship. Any implied warranties that the products shall be fit for a particular purpose are hereby excluded.

The buyer is responsible for determining the acceptability of our products before using. Once a product has been installed, CDI is not responsible for visible defects, incorrect colors, wrong measurements, etc.

In no event shall CDI be liable for incidental or consequential damages or for failure resulting from installation methods not recommended by the manufacturer.

8. **Returns:**

To initiate a return, contact the CDI Customer Service Desk. A Return Authorization form must be requested and approved from CDI prior to returning merchandise to CDI. Returns will only be accepted on merchandise in undamaged, salable, factory cartons. The Return Authorization form must accompany all returns. Customers are responsible for any freight charges. All returns will be assessed a 25% restocking fee, with a \$25.00 minimum. We will **NOT** accept returns on the following:

Cut-orders or roll goods under 25' in length	Any Special Orders
Discontinued, Close-out, and Clearance Sale items	Non-Stocking Items
Carton goods of 5 cartons or less	Material less than \$100.00 in value
Product shipped more than 60 days ago	

9. **Cancellation Fee:**

We understand that from time to time it is necessary to cancel orders. However, if an order is cancelled prior to our shipping we will charge a minimal \$10 Cancellation fee (instead of the regular 25% restocking fee). This fee applies to (but is not limited to) regular CDI stock merchandise and un-cut roll goods.

If roll goods have already been cut-to-order – we will NOT accept the cancellation of that specific order and the material will be invoiced.

10. **Freight Claims / Damage in Transit:**

The responsibility of CDI ceases after we have delivered the material to your store via CDI truck or to the shipping carrier. All products are inspected and packed prior to delivery. All material should be inspected at the time of delivery. Your signature on the bill of lading or CDI packing list indicates that the material was received in good condition, unless a notation of damage is included.

**Please inspect your incoming merchandise:** If there is noticeable damage, CDI recommends that you DO NOT accept delivery and notify CDI Customer Service immediately. If you decide to accept damaged goods, make a notation on the freight bill and contact the freight carrier to begin your claim process. If concealed damages are discovered after delivery, contact the freight carrier for freight claim procedures, and to begin your claim process.