



Alameda Company

1260 N. Lakeview Avenue • Anaheim, CA 92807
Tel: (714) 693-2590 Fax: (714) 693-7566

SEE THE FUTURE

Alameda Company Dealer Terms:

- 1) **Ordering Information:** Timely and accurate processing of your orders is very important to Alameda Company. The following order guidelines will assist us in serving you: All **purchase orders must be faxed** to our Headquarters at (714) 693-7566 with your Alameda Company product numbers, description of products, size, packaging, pricing and ship to address. You will in-turn receive a receipt confirmation by fax with the anticipated order shipping date.
- 2) **Service Policy:** Most of the standard products listed in the Alameda Company price pages are available for shipment from our Anaheim, CA converting plant within 1 to 2 business days when the order is entered into our computer by 12:00 PST. A **minimum Dealer supply order of \$75 is required for processing.** \$4,000 Pre-paid Freight (Standard Item Stocking Orders) will be produced upon placement of order and are typically shipped within 2-3 business days.
- 3) **Expedited shipments:** Many of our Digital Media Products are listed as SDS products (Same Day Shipment) and are shipped F.O.B. shipping point and are charged at first column pricing. **NON-SDS products requested for same day shipping will incur a minimum \$50 expediting service charge,** so please contact Alameda Company's CSR department at (714) 693-2590 for expediting charges for all NON SDS products.
- 4) **Pre-Paid Freight Terms:** Dealer orders are shipped Freight Prepaid to a single location (within the continental U.S.) on orders in excess of **\$4,000. Net Invoice** for all standard priced Pre-Press, Pressroom, and Digital Media Products. All **"special contract priced quotations"** for **Engineering Rolls and Printable Plastic orders are F.O.B. shipping point unless otherwise noted on an Alameda quotation form.** Dealer supply orders below \$4,000. Will be F.O.B. shipping point, and either freight pre-paid by Alameda Company with the shipping charges being added to the Dealer's invoice, OR by 3rd party billing. Shipments will be made by the most cost-effective ground transportation available to Alameda Company. If any other method of transportation or a different freight carrier is requested, the shipment will be made F.O.B. shipping point, and shipped 3rd party billing

Effective Thursday, February 15, 2007:

\$250 JIT Digital Media Freight Prepaid shipping program

Purchase orders in excess of \$250 will be shipped freight prepaid based on the following conditions.

- **Dealer Net 1 Level Pricing ONLY** – ship and debit terms do not apply.
- **Wide Format and Digital Proofing Ink Jet Media ONLY** (excludes Engineering Media)
- Delivery is for the **Continental United States ONLY**
- **UPS Ground ONLY** – expedited delivery options are available upon request and are added to your invoice minus the cost of the ground shipment charges.

- 5) **Ownership of Products in Transit:** Title passes to the buyer as soon as the carrier picks up the shipment at Alameda Company's dock. Alameda Company's responsibility for delivery of shipment ceases when title passes to the buyer. It is Alameda Company's responsibility to package the goods so that they can withstand normal handling and transportation. The buyer must make claim against the carrier for failure to deliver the shipment or for any damages that the carrier caused due to mishandling. If there is an issue:
- a) Do not return material to Alameda Company at this time.
 - b) Upon delivery make notation of the damage on the carrier's document.
 - c) Notify the carrier immediately and ask for guidance in processing your claim (some carriers will not inspect the damaged goods unless the value exceeds the carrier's pre-determined amount).
 - d) If it is determined that the goods can be re-worked and made saleable, the customer should contact Alameda Company for a Return Authorization. Alameda Company's Customer Service Department will work with the customer, the Customer Service Representative and the carrier to get the goods returned.
 - e) After permission is given and the material is received, an estimate for the re-work will be forwarded to the customer for submittal to the carrier with the claim.

Proof of delivery: Demand for proof of delivery must be made in writing within 30 days from the date of invoice. Failure to do so will constitute admission of delivery and waiver of proof. If the carrier is unable to find and deliver the shipment within a reasonable time, the customer should process the claim against the carrier. If the customer requires copies of Alameda Company's shipping documents, please contact Alameda Company Customer Service.

If the goods are delivered incomplete, if possible, please note this on the bill of lading before signing for the delivery receipt, immediately file a claim with the delivery carrier, and notify Alameda Company Customer Service within 5 days of receipt of goods.

Product Returns: Customer requests for returnable products will be handled as follows:

Alameda Company Error: Full credit plus corresponding freight charges

Dealer Request: All of the following conditions must be met

- must be requested within 30 days of the shipping date
- product must be listed in current price list
- must be a standard Alameda Company product
- must be a standard sized product
- product must have current demand
- dealers must supply a complete list of products with the date(s) of purchase, purchase order number(s), and Alameda Invoice number(s) to Alameda Company Customer Service
- If return authorization is approved, Alameda Company must receive returned goods within 30 days of approval or the approval is null and void.
- Any cash terms or special credits taken on original invoice will be deducted from the credit memo.
- 25% minimum re-stocking/packaging fee applies, customer pays return freight to Anaheim, CA
- All packages and cartons must be in original packaging and in re-sellable condition.

Arrangements for a return of product must be made in advance through an Alameda Company Customer Service Representative. Alameda Company will not be responsible for returns made without prior permission. Authorization is in the form of an RA (Return Authorization) number. The RA number MUST be present on all shipping documentation and visible on the returned goods.

- 6) **Sample Orders:** All dealer requests for samples must be entered thru your Alameda Sales Professional. Most samples are **free of charge** (drop-ship only) F.O.B shipping point to our dealer customers based on supplying the following information for each sample requested – end user company name, address, phone, and contact. **For Digital Media sample orders,** the following information must also be provided: printer used, inks used, rip used, products they currently use, order history, and who they currently buy from. **Dealers must provide either a**

FedEx or UPS number for all samples and they will be sent next day AM unless otherwise noted on sample order. All standard sized/product sample orders entered into our computer by 12:00PST will ship same or next business day.

- 7) **Product Warranty:** Product defect claims must be delivered and explained in writing along with samples of the suspect product within 60 days after the shipment of the product to our dealer customer. Any product that is determined to be defective will be replaced on a no-charge basis or a credit issued therefore, at the option of Alameda Company. The above represents the sole remedy of the Customer for any defective products. ALAMEDA COMPANY IS LIMITED ONLY TO THE REPLACEMENT OF THE PRODUCT. IN NO EVENT WILL ALAMEDA COMPANY BE RESPONSIBLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGE OR FOR ANY CLAIM IN EXCESS OF THE PURCHASE PRICE OF PRODUCTS TO WHICH THE CLAIM RELATES WHETHER FOR PRODUCTS DELIVERED OR FOR NON-DELIVERY.
- 8) **Terms of Payment:** 2% 10 day, net 30 days, **dealers are not to make any deductions or credits from invoices** without Alameda Company's written authorization or credit memo.
- 9) **Ship & Debit Policy:** In an effort to aggressively market the Alameda Company line of products, Alameda Company will negotiate **deviated pricing** for specific/targeted end-user customers.

Ship & Debit Program Rules: All products must be ordered under our standard book pricing and product numbers.

To receive the contract discount price, you must comply with the following procedures:

- 1) Ship & Debit contracts must be submitted each month for the specific contract customers reflecting the sales for the month along with your computerized invoice register to Karin Weiss (Alameda Company Controller) **between the 1st and 10th calendar day of each month.**
- 2) Itemize total usage of item(s) and note purchased or standard price paid less the contracted per item cost. The price difference should then be listed and multiplied by the amount of items purchased to reflect your monthly credit for this item.
- 3) Ship & Debits are not to be deducted from company invoices or checks, and may only be applied to the branch the Ship & Debit product was ordered from.
- 4) Upon receipt and verification (within 45 days), Alameda Company will issue a credit memo for the approved amount.

If you have any questions regarding our company ship & debit policy, please contact your Alameda Sales Professional or Ms. Karin Weiss (Alameda Company Controller) at (800) 752-7843.

File: Alameda Company Dealer Terms, April 2005.doc