



## GENERAL TERMS AND CONDITIONS OF BUSINESS - USA

### **1. GENERAL**

New orders are shipped prepaid, Visa or M.C., cashier's check or money order. Company checks are accepted after account has been established and the application has been approved. Returned checks are subject to a \$25.00 surcharge and company check privileges may be revoked. Net 30 terms are available to those customers who meet established credit requirements.

Orders are shipped FOB Boards & More Inc. warehouse.

Credit limits are based on industry experience and financial ability. New customers are placed on prepay status until they have a sufficient credit history to enable Boards & More Inc. to approve for other terms. If you wish to apply for credit, or are already a credit customer and consider your credit limit to be insufficient, please contact our credit department at (509) 542-6606. A UCC security agreement and financing statement, and/or personal guarantee may be required. If your account reaches your credit limit, further shipments may be made only on a prepaid basis until payment is received.

### **2. PREPAYMENT TERMS**

If you wish to avoid COD fees, you should prepay your order. Please tell your sales person at Boards & More, Inc. and we will have our shipping department call you back with the amount to be prepaid. To save time, you can transfer funds by wire, charge to Master Card or Visa, or send a check by overnight mail.

### **3. INTEREST ON ALL PAST DUE ACCOUNTS**

All past due invoices will be charged interest at the rate of 1% per month.

### **4. WHEN MAKING PAYMENTS**

Please be sure that your customer number, invoice number and any discounts claimed are clearly itemized. This will assist us in properly crediting your account.

### **5. BACKORDERS**

If the goods are not currently on hand, they will be placed on backorder and will be shipped as soon as available unless you notify Boards & More, Inc. in writing otherwise.

### **6. PRESEASON DISCOUNTS**

Discounts will be honored only for customers in good credit standing. Customers must maintain this standing throughout the season to keep their discounts.

### **7. SHIPPING ERRORS/DAMAGED GOODS**

You must notify Boards & More Inc. of any shipping errors or defective merchandise within 10 days of receipt of shipment. Claims for goods damaged in transit should be made directly with the freight carrier. Boards & More, Inc. claims no responsibility for freight damage. Our customer service department will assist with the freight claim whenever possible.

### **8. RETURNS**

A Return Authorization number (RA#) must be obtained before any goods are returned. Return Authorizations will be good for two weeks after date of issue. For damaged or defective product, see our warranty procedures. Boards & More, Inc. reserves the right not to accept any goods returned without advance authorization as discussed above, but if accepted they will be subject to a 15% surcharge and you must bear all shipping costs. Returns must be accompanied with a copy of the original invoice for that product.

### **9. TRANSSHIPMENTS**

Your dealership has been appointed by Boards & More, Inc. specifically to serve your area of responsibility. Boards & More products should not be transshipped to other selling locations without written consent from Boards & More, Inc.

### **10. DELIQUENT ACCOUNTS**

If any invoice is not paid within 15 days from the due date of the invoice, you will be put on a "no-ship" status and no further shipments will be made until your delinquent account is paid in full. Also, in the event of repeated delinquencies, Boards & More Inc. may put you on prepaid cash status or terminate your dealership.

If your account should become delinquent and we cannot otherwise resolve the matter to our satisfaction, Boards & More, Inc. may place the account in the hands of a collection agency or attorney for collection. In that event, you will be obligated to pay the full amount of your account, plus interest thereon, at the highest rate permitted by law, together with all reasonable attorney's fees, collection agency fees, and related expenses incurred by Boards & More, Inc.

Any suit to enforce any provision of this agreement or related to this agreement in any way shall be brought in the Klickitat County Superior Court for the State of Washington. Each party hereby submits to the jurisdiction of the Washington State Superior Court. This agreement shall be governed and interpreted according to the laws of the state of Washington.