



# Confidential Dealer Sales Policy

## General Information and Conditions

### SALES POLICY

Sale of all Dache, Inc. (Dache) products under the dealer-pricing program will be governed by the terms and conditions set forth below. Publication and distribution of Dache catalogs and/or price lists does not constitute an offer to sell.

### PRICES

Prices are subject to change without notice. All orders for immediate shipment will be billed at prices in effect at the time order was received. Approved purchase orders for postponed shipments of up to 30 days will be billed at prices in effect at the time order was received. No prices will be guaranteed for more than 30 days.

A 50% deposit is required on orders exceeding \$5,000.

### TERMS

Decisions concerning the extension of trade credit are made by Dache in its sole discretion. Customers who satisfy Dache's ordinary credit criteria will be able to purchase products from Dache on net 30-day basis (i.e., the entire invoice amount is due and payable not later than 30 days after date of invoice). Orders received from customers with delinquent accounts (balances over 30 days from date of invoice) will not be shipped until overdue balances have been paid. Past-due accounts are subject to interest at current rates plus reasonable attorney's fees for collection. Accounts must be set up CWO (Cash/Check With Order) or by using a Major Credit Card. Dache accepts VISA, MasterCard, American Express and Discover. (Sorry, no C.O.D.) All payments by check must be in U.S. dollars drawn on U.S. Charter banks.

### RESELLER QUALIFICATIONS

DEALER: Minimum opening order \$50.00 Net.  
Minimum reorder \$25.00 Net  
\$/yr to retain DEALER status: \$250.00

DISTRIBUTOR: Minimum opening order \$2,000.00 Net.  
Minimum reorder \$250.00 Net  
\$/yr to retain DISTRIBUTOR status: \$5,000.00

1. California resellers must submit a resale card.
2. Credit applications will be processed only when accompanied with an opening order.
3. Opening order must be prepaid by check or Pay Pal invoice. (Sorry, no C.O.D.)
4. Product must be purchased in case pack multiples, where applicable.

### FREIGHT

1. F.O.B. Winchester, CA 92596. Items shipped DHL or best way.
2. Title to goods passes to reseller upon delivery thereof by Dache to the carrier or delivery service. Thereupon, the purchaser shall assume risk of loss.
3. Claims against seller for shortages must be communicated (in writing) to Dache within ten (10) days after arrival of shipment.

### DROP-SHIP

Dache will drop-ship prepaid, subject to a handling fee of \$10.

### RETURN OF GOODS

1. A valid Dache Return Authorization Number (RA#) must be obtained prior to returning goods.
2. Goods returned in original unopened cartons are subject to a 10% handling charge, unless reason for returned merchandise is the fault of Dache. Goods returned in other than original carton/boxes and packaging and/or are pre-ticketed are subject to additional charges for inspection and packaging.
3. Shipping charges on all returns must be prepaid, unless goods are defective or the cause of the return is Dache, in which case third party billing or a call tag will be arranged.
4. Product being returned under the ten day satisfaction guarantee should be shipped prepaid. Credit will be applied on next invoice.
5. Discontinued merchandise is not eligible for return.

### DACHE PRODUCT GUARANTEE

If for any reason you are not satisfied with the quality or performance of any Dache product, Dache, Inc. will gladly replace the product or refund your money within ten days after purchase through the original reseller. Dache will continue to guarantee its products, directly, for 90 days, against breakage or defects in workmanship. This Guarantee is void only if the Dache product has been abused beyond normal wear and tear.

Dache, Inc.  
35892 Burgundy Court  
Winchester, CA 92596

Phone: 951-325-2237  
Fax: 951-325-2057  
dache08@dache.com