

SHIPPING TERMS OF SALE

Unless otherwise specified, prices are published as "Free on Board (F.O.B.) Factory." This means that the buyer takes title at the time the items are acknowledged by the freight company, pays transportation costs from factory to dealership, and files claims (if any). **Applicable back freight will be an additional cost**, you can find the back freight rates on our website, in the Dealer Resources section. Prices specified "F.O.B. Warehouse" are not subject to back freight charges. Please note that prices and discounts are subject to change with or without notice.

MINIMUM ORDERS

Minimum billing for an order is \$10.00 (ten dollars). Orders that total less than \$20.00 (twenty dollars) are not eligible for any type of dealer discounts.

TERMS

Generally, our terms are classified as straight open account. Eligibility and credit will be determined through our application process and evaluated from time to time. Dealers who participate in Edney's seasonal early-order programs will be eligible for extended dating. It is expected that these items will be sold "in-trust." In other words, the dealer will pay Edney out of their sale proceeds when the item is retailed or by the end of the agreed upon term, whichever is sooner.

Accounts that are not kept in good standing may be assigned to C.O.D. status. Dealers with C.O.D. account status carrying a "zero" account balance may be eligible to receive cash discounts. However, dealers with C.O.D. accounts carrying a "past due" account balance will not be eligible for cash discounts. Dealers assigned to C.O.D. status will be required to prepay for orders via cashier check, credit card, or wire. Orders will not be released until payment has been received by Edney Distributing.

WILL CALL ORDERS

When ordering, dealers may opt to pick up their items at one of our warehouses instead of arranging for shipment. If the items are back ordered, you will be notified when your order is available and can arrange for a pick-up, or you may opt to ship the items at that time.

Will call orders not picked up by the dealer within 30 days of notification may be cancelled by Edney Distributing and/or resold to a different dealer.

Edney Distributing Company attempts to maintain adequate stocks to cover all of our pending will call orders; however, it is impossible to fill such orders without a specific pick-up date.

BACK ORDERS

When back ordered merchandise is received by Edney Distributing, an Edney dealer support person will contact you. Back orders will be filled as soon as the merchandise is received by Edney Distributing based on your preference for a full or partial shipment, unless we receive other instruction or a written order cancellation.

SHIPMENT DAMAGE AND SHORTAGE

Edney Distributing is committed to using reputable freight carriers who will ship your order timely, in good condition, and without freight loss. It is essential that you contact us immediately if you receive a shipment that is damaged or short. In order to resolve transit damage or loss, please use the following procedure if you have a freight claim:

1) Visibly Damaged Freight

Always inspect your shipment for damage prior to signing the delivery receipt. If there is obvious damage, refuse the shipment. Damage must be noted in full detail on all copies of the carrier's delivery receipt. Please have the freight driver sign all copies to acknowledge your damage notation and retain copies for yourself.

2) Concealed Damage

If you have signed for a shipment and later identify freight damage that was not visible at the time of shipment, hold all damaged goods and their packaging material for inspection. If you can photograph the transit damage, please do so immediately and record the date the photograph was taken. Please know that carriers allow a small window to report both concealed damage and shortage claims. Edney must be contacted as soon as possible to see if a claim can be filed. We must work together when a claim arises, so all parties receive the information necessary to resolve and correct freight claims. Please note that Edney's responsibility for undocumented damage or shortages expires within 3 days of signed delivery.

3) Freight Shortage

Verify pieces received against the driver's delivery receipt provided at the time of delivery. Please note, in detail, any discrepancies on the carrier's delivery receipt. Ask the freight driver to sign all copies to acknowledge your notation, send a copy to Edney, and retain copies for yourself.

WARRANTY

All warranties or guarantees on the equipment that Edney distributes are made by the equipment's manufacturer. We are glad to help dealers submit a warranty claim to the manufacturer should any goods prove defective. Warranty claims must be submitted by the claimant within 30 days of the date of failure. Manufacturer warranty forms and/or links to electronic online forms can be found under the Support section on the Edney Dealer Website: www.edneyco.com/dealers/warranty-resources. These forms can also be obtained by calling our Dealer Support phone number or by emailing warranty@edneyco.com.

The dealer shall not make any warranty of performance, of efficiency, or any other operating guarantee not set forth in the manufacturer's guarantee. Under no circumstances shall Edney Distributing be held responsible for an injury, damage, loss or expense as a result of defective materials or workmanship.

ADJUSTMENTS

Direct requests for account adjustments, merchandise adjustments and warranty adjustments to our Accounting Team at accountsreceivable@edneyco.com. **Our sales representatives are not authorized to make any kind of adjustments.**

EQUIPMENT SET-UP POLICY

- Set-up rates can be found online in the Dealer Resources section at www.edneyco.com/dealers/dealer-resources.
- Set-up service must be requested and scheduled a minimum of two weeks in advance of the pick up date.
- Set-up service requests are subject to Warehouse Manager's approval, to accommodate workload and staffing.
- Set-up service includes basic assembly only; **set-up machines are not considered field ready.**
- Final preparation for use, including pre-delivery service and pre-delivery inspection, is the responsibility of the dealer.
- Due to yard space limitations, Edney Distributing Co., Inc. requests that dealers pick up the assembled equipment within one week of the agreed upon completion date.

RETURNS AND EXCHANGES

When you buy merchandise and receive it as ordered, the responsibility of selling that merchandise is yours. Edney Distributing has the same responsibility toward merchandise we buy from our suppliers. We are not permitted to return such merchandise except under very special circumstances and only by prior approval.

We follow the standard commercial practice of refusing to accept any shipment of returned goods unless approval has been obtained from an Edney Distributing Warehouse Manager and the freight pre-paid. Your return request will be addressed by a Warehouse Manager who will need the following information to issue authorization: a list of the items you wish to return, the invoice number and date and the reason for the return request.

To be considered, return requests must be made within 30 days of the invoice date. Merchandise must be unused and in a saleable condition. A 20% restocking fee applies to all returned goods, unless a shipping error has been made by Edney. Please note that if you are entitled to an allowance for freight charges, we will include it in our credit memorandum.

Merchandise may be exchanged with the permission of an Edney Warehouse Manager if it is in saleable condition and within 30 days of the invoice date. Dealers making the exchange are responsible for freight charges, but restocking fees will be waived.

Special orders for items that Edney Distributing does not stock are generally non-returnable. Special exceptions must be approved by Edney's Sales & Marketing Director.

Every effort will be made to resolve return or exchange requests in a timely manner; your partnership in following the guidelines listed above will allow us to issue credit promptly.

EDNEY 50/50 CO-OP ADVERTISING ALLOWANCE

As a part of our marketing services, Edney Distributing offers co-op advertising allowances.

- **Please contact us prior to placing ads for clarification or assistance with ad materials.**
- To be honored, advertising allowance claims must include the documentation listed below and be received by our Accounting Team no later than 60 days after the appearance of the advertisement.
- Co-op advertising is 50/50 up to 2% of participating dealer's previous year's sales. Please contact the Accounting team at Edney for amount available.
- Approved advertising credits will be issued by credit memo to dealer's account.
- Co-op advertising credits are available when advertising the following product lines: Enorossi, Grasshopper, HLA, Ideal, Kasco, McHale, Northstar, Redexim, Teagle, Tube-line and Worksaver
- Advertising credit claims should be made using the "Co-Op Advertising Credit Claim Form" found in the Dealer Resources section of the Edney Dealer Website at www.edneyco.com/dealers/dealer-resources, by calling the Dealer Support Center, or by emailing the accounting team at accountsreceivable@edneyco.com.

Co-op Advertising Guidelines

Newspaper and other print media

1. The ad must carry the manufacture's logo.
2. At least 25% of the total ad space must be dedicated to product.
3. An illustration and an accurate description must be shown.
4. Dealer information must not occupy more than 25% of total ad space.
5. When ad space is not totally dedicated to the product, credit will be prorated in relation to actual space used.
6. We will credit space charges only; art costs and ad preparation are not eligible for this program.
7. Classified ads are not eligible.
8. Dealers agree to abide by all manufacturer guidelines defining use of their logo and images

Radio and Television Advertising

1. Radio and television spots must be exclusively dedicated to one manufacture's product.
2. We will not co-op any radio or production costs.
3. When available, use manufacturer's script, or TV ad.
4. Prior approval is required.

Exhibit Space at Fairs and Shows

1. No portion of exhibit space cost can be shared when one or more of competitor's products appear in the same exhibit.
2. We will not co-op extras such as tables, chairs, carpeting, etc.
3. Credit will be prorated in relation to actual space used, if the space is shared.

Filing Claims

Send Edney Distributing Company Inc. Co-Op Advertising Credit claim form and proof of performance as specified to:

Edney Distributing Company, Inc.
Attn: Co-Op Advertising
PO Box 1236
Lakeville, MN 55044

Use the chart below to determine the enclosures to include when submitting a "Co-Op Advertising Credit Form":

Approved Media	Proof of Performance
Newspaper or Trade Publication	<ul style="list-style-type: none"> • Complete page showing ad, including name and date of newspaper • Copy of newspaper invoice (not co-op invoice) covering ad submitted
Local Radio or Television	<ul style="list-style-type: none"> • Notarized affidavits of performance • Copy of script used • Copy of radio or television station invoice covering commercial submitted
Exhibit space at fairs and shows	<ul style="list-style-type: none"> • Copy of exhibit space contract • Photo of exhibit • % of total booth used

If an advertising claim is submitted in an amount greater than that used by the advertising media, the amount over and above shall not be paid. All reimbursements will be made by credit memo to the dealer's account in response to claims filed by participating dealer.