

TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS GOVERN ALL SALES OF PRODUCTS AND MATERIALS WHETHER MADE PURSUANT TO ORAL OR WRITTEN ORDERS TO ITS REPRESENTATIVES, SALES REPRESENTATIVES, DISTRICT OFFICES, PLANTS, OR THE HOME OFFICE.

I ACCOUNT POLICY

Companies wishing to establish an open account must complete a Belldinni Application form and sign the present Terms and Conditions of Sale.

II ORDER POLICY

Orders will be accepted by phone, fax, e-mail, Belldinni Sales Representative or through our web-site.

Standard processing time will be:

Stock program: 7 - 14 business days + shipping from Belldinni warehouse.

Custom orders: 14 - 16 weeks (12 weeks with air expedited shipping) + shipping from Belldinni warehouse.

Individually designed orders: time frame TBD.

If an item is out of stock, we will notify you and give you an estimated replenish date within 2-3 business days.

Please note that all orders must be shipped out within 30 days from the date of invoice. Any order that is stored in our warehouse after the 30 days period will be charged a 10% storage fee. After 60 days, the orders are subject to cancellation.

III BACK ORDER POLICY

Unless instructed to ship complete Belldinni will ship whatever material is available and back order the balance. Belldinni shall not be held accountable for damages occurring due to circumstances beyond our control. Under no circumstances will Belldinni be liable for any amount in excess of the cost of goods.

IV PRICING

Prices for the merchandise are indicated in the commercial price list offer and on the www.belldinni.com website. Pricing can be done in the form of a written quote or order acknowledgement. Any promotional discounts will be announced via email or on the website. Prices on the products specified herein are exclusive of all City, State, Federal and any Foreign taxes. All taxes will be invoiced as a separate charge and be paid by the buyer. Customizing stock items is subject to a certain price increase.

V PAYMENT POLICY

Belldinni accepts company checks or wire transfers. Please note that all orders are charged initially for the cost of goods only. Then the shipping charges are added afterwards when the order is ready to ship. All checks must be made out to the order of "Belldinni inc".

Payment conditions:

Stock	program:	100%	deposit	upon	placing	the	order	if	other	is	not	specified
here										·		
Custom	orders:	100%	deposit	upon	placing	the	order	if	other	is	not	specified
here												

<u>Individually designed orders</u>: 100% deposit upon placing the order. Price TBD.

VI RETURN POLICY

Special orders are non-stock items and are non-returnable/refundable. If the merchandise is pre-hung, pre-cut, or altered in a special way for the order to be fulfilled, it is non-returnable/refundable.

Belldinni Inc., <u>www.belldinni.com</u> 970 New Brunswick Ave., Rahway, NJ, 07065



No returns will be accepted unless previously authorized by Belldinni in writing or by email. Customer agrees and understands that there will be restocking charge of 20% invoice price. All returns must be in merchantable condition, in the same packaging and/or wrapper condition as when purchased. All returned goods are subject to warehouse inspection before credit will be issued.

Customers must provide proof of purchase for all returned goods. No material will be accepted for return after 45 days.

VII CANCELLATIONS AND CHANGE ORDERS

Shop items and special orders cannot be canceled once the manufacturing process has begun. All cancellations and change orders are subject to production and/or material charges which have occurred prior to the submission of the cancellation or change request. While Belldinni will make every effort to honor cancellation and change requests, an order is considered firm when the order is placed, and the customer is liable for the full price of those orders.

VIII SHIPPING POLICY

Once an order is processed, it is then shipped out via LTL (for large items) or carriers (for smaller items). LTL shipments are curbside delivery only, unless otherwise requested at customer's expense. Ship times vary upon final destination, however the average is 2-4 business days for the East Coast and 5-7 business days for the West Coast. Dealers are also more than welcome to use their own freight company if needed. Please contact Belldinni inc. directly for all orders outside of the continental United States.

IX DELIVERY

Belldinni offers the convenience of direct deliveries to our committed customers. Customer agrees to have an agent and facilities available to accept all deliveries of merchandise pursuant to orders placed with vendor for shipment to customer's office, warehouse, job sites, or any other designated location. Customer shall take full responsibility for freight demurrage, hold-over, and similar charges arising out of, connected with, or relating to customer's failure to fulfill its obligations under the terms of the clause- regardless of the origin of the shipment or the consignor.

X RECEIVING SHIPMENT

Once a shipment/delivery is received, the customer must inspect the contents of each package before signing the bill of lading. All visible damages must be noted on the bill of lading, however, it is also very important to open all received boxes and inspect the products for any concealed damage at the time of delivery. If the driver does not allow you to inspect the freight, please note that on the bill of lading. All damages must be reported to Belldinni within 48 hours of the shipment/delivery date. Failure to comply with these rules will disqualify customers from merchandise replacement.

XI CUSTOMER PICK-UP

Materials can be arranged to be picked up at Belldinni between the working hours of 9:00 AM and 4:00 PM, Monday through Friday. Appointment is mandatory. When placing the order with Belldinni, note that it will be picked-up. Please send appropriate paperwork with your driver or customer. The driver or customer must stop at our front office for sign in and pick-up confirmation.

XII

OVERDUE ACCOUNTS

Belldinni will assess interest against the customer at a rate of 2% monthly on all balances unpaid thirty (30) days after purchase and will appear on all statements sent. In the event that this debt is turned over to an attorney for collection, the corporation or partnership and individual guarantors agree to pay an attorney's fee equal to 25% of the balance of principal and interest due and owing, plus all other costs and expense of collection.

XIII DEALER PROGRAM

Belldinni offers a dealer start-up program, which may be presented after the application has been processed. We will require an image of every display to be e-mailed to sales@belldinni.com

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Please include your store Name + Showroom Display. These images will be used for further marketing of your business location.

A dealer agrees that Belldinni can use the dealer's company logo on the official web-site <u>www.belldinni.com</u> with the purpose of promoting its dealers' list.

XIV BRANDING

All authorized Belldinni dealers must advertise our products under "Belldinni" trade mark. Our model names and descriptions must also be used. Selling our products without our Belldinni name is prohibited.

XV DAMAGED OR DEFECTIVE PARTS

In order to fulfill requests for parts, photos of the damaged/defective parts or items are required. Claim forms need to be filled in and attached alongside with photos. Belldinni will determine the best resolution and will file damage claims to the shipping company.

XVI WARRANTY

All Belldinni doors are manufactured to the highest-quality craftsmanship standards and are backed by a limited 2 year warranty against defects in workmanship and materials. The 2 year period starts from the date of delivery of goods to the customer.

XVII PRIVACY

The privacy of our dealers and customers is very important to us. All online forms are securely encrypted to prevent security theft of personal information. We will not share this information with other marketing or 3rd party companies.

XVIII TRADE SECRET

All Belldinni's formulae, practices, processes, designs, drawings, instruments, patterns, prices, commercial methods and other information related to the official business of Belldinni and shared with the below signatory (company), remains confidential, proprietary and/or legally privileged. Any disclosure, copying, distribution or the taking of any action in reliance on this information that may cause damage to the official business of Belldinni inc. is strictly prohibited.

CONTACT US

Belldinni Inc., www.belldinni.com Warehouse address: 970 New Brunswick Ave, Rahway, NJ, 07065 sales@belldinni.com Principal name Company Name Signature

On behalf of Belldinni inc.



Belldinni Application Form

Company Name
Address:
City: State: Zip:
Purchasing Contact:
Phone Number Ext:Fax#
Email: Web Site:
Federal TAX ID #
Type of Business: (Partnership, Sole Ownership, Corporation, LCC, etc.)
Number of Years in Business:
Incorporated year:
Company Principals
Name:
Title:
Phone:
Address:
Name:
Title:
Phone:
Address:
Tell us a little about your business type and customers:
Number of Employees:



Number of Sales	Representatives (if applica	ible):							
Do you have a sh	owroom?								
Number of show	rooms:								
Sq. ft. (each)									
Do you have a resale certificate? (please attach to the application form)									
Type of products	s sold (if applicable):								
Brand Names yo	u now carry:								
Yearly turnover:	:								
0 ~ \$100,000	\$100,000~\$250,000	\$250,000~\$500,000	\$500,000~1M	Above \$1M					
How did you hea	r ahout us?								