



Form: OEMWD
Revised: 09/2010

WAREHOUSE DISTRIBUTOR POLICY STATEMENT

THANK YOU FOR CHOOSING ORIGINAL ENGINE MANAGEMENT!

This document has been prepared to explain the important policies and procedures, which cover our relationship. It contains our current Warehouse Distributor (WD) policies and procedures, and may be updated through the release of bulletins as necessary.

While it is necessary to publish this document to confirm our policies and procedures, we also recognize that a written statement cannot replace the all-important elements of good faith and confidence, which are necessary for a mutually profitable business relationship. We believe in the value of sound business judgment, and therefore will always be open to consideration of exceptions that further our relationship.

STATEMENT OF POLICY

It is our policy to offer our customers personalized attention through our customer service and sales personnel. They are trained to render this service and should be called upon whenever a question or problem arises. Our company mission statement reads

“To Consistently Exceed Our Customer’s Expectations in Service, Product Quality and Value”

And we expect each and every experience you have with us to abide by this.

CUSTOMER SERVICE REPRESENTATIVE

Every customer is assigned a person of Customer Service Representative at our office who is responsible for your business. Customer order tracking, general inquiries and other questions should be directed to your assigned Customer Service Representative.

Product application and technical calls will be gladly taken by a Technical Service Specialist on the below Technical Service telephone number.

Your customer service representative is:

CONTACT INFORMATION: Your orders may be placed by mail, telephone, fax or email with our customer service staff.

Original Engine Management
2760 NW 63rd Court
Fort Lauderdale, FL 33309

Voice Order Entry & Inquiries (800) 253-7864 or
Regarding Order Status (954) 979-4850

Customer Order Fax (800) 515-2008 or
(954) 970-0530

Technical Services
General Offices & (800) 253-7864 or
Credit Department (954) 979-4850

Office Hours: 8:00AM - 5:00PM Eastern Time
Monday thru Friday
Message system available 24 hours/day

Email Address: mguido@forecastparts.com

GENERAL SALES TERMS AND CONDITIONS

1. Minimum Order Value

There is no minimum order value. We welcome your special orders on Non-stocking items to better service your customers. Freight will be billed on orders under \$1000.00.

2. Prices

- a. Billing prices are those in effect at the time of actual shipment release.
- b. Prices are subject to change without notice; however our policy is to give reasonable notice of impending normal price adjustments. Rapid fluctuations in currency exchange rates may necessitate price changes at non-traditional intervals.

- c. Possession of a specific price list does not necessarily entitle the holder to those net prices. When new pricing schedules are released, current inventory held by the W.D. and open invoice orders of product in transit or otherwise not yet received by the W.D. will not be eligible for a devaluation rebate, refund, allowance, or adjustment of any kind.

3. Payment Terms

Terms are **2% 10th prox., net 25th.** Billing closes on the 25th of the month and statements are mailed on the 26th. All items billed through the 25th of the month are due on the 10th of the following month.

4. Past Due Invoices

Invoices which remain unpaid at the end of the month in which they are due will be subject to a 1% per month service charge if unpaid by the following closing. A past due account condition will result in order processing delays. If your payment will be delayed, please contact our Credit Manager to avoid interruption of service.

5. Customers with Multiple Locations

Customers with multiple locations may request billing to the individual locations or billings grouped to a single "Bill To" address. Please let us know what you prefer.

6. Remittance Address

All payments should be made to the address shown on our invoices and statements.

7. Discounts and Special Adjustments

Under special circumstances and at the sole discretion of Original Engine Management, a customer may be deemed eligible for a discount or other special pricing adjustment (Opening store special, show special, etc.). Only one discount or special adjustment of the customers choosing may be applied to the next purchase order. Any other discounts and/or special adjustments available are forfeited at that time.

FREIGHT POLICY

- 1.** All products will be shipped freight prepaid to a single destination for any order, which exceeds \$1000.00 net. Orders totaling less than \$1000.00 net will be shipped freight collect. Items backordered will be counted toward the net total.
- 2.** You may elect to have us hold backorders. If you do, backordered items will be shipped freight prepaid along with your next freight allowed order, unless we are instructed to do otherwise.
- 3.** On prepaid shipments, we reserve the right to select the carrier and method by which the shipment is made, giving preference to your choice whenever possible.
- 4.** These terms will apply to shipments within all 48 contiguous states. Hawaii and Alaska shipments will be made F.O.B. port of embarkation in Los Angeles, Long Beach or Seattle. Shipments to Caribbean destinations will be FOB Port of Miami.
- 5.** Additional charges incurred due to customer requested special handling including airfreight will be invoiced to your account.

LIMITED WARRANTY POLICY

Original Engine Management's automotive parts are warranted to be free from defects in material or workmanship at the time of purchase. Original Engine Management's liability is limited to the wholesale price of any part proven defective, or at Original Engine Management's option, replacement of the part upon its return to the original place of purchase. Original Engine Management will not be responsible for any installation cost, loss of time, or other consequential damages incurred due to a defective part including, but not limited to, towing, loss of use, car rental, etc.

Regardless of catalog application information, it is the purchaser's responsibility to verify the correct fit of the new part through proper installation prior to attempting to operate the engine.

The Company neither assumes, nor authorizes any person or agent to assume, any other liability nor to alter the terms of the foregoing Policy.

LABOR CLAIMS/DAMAGES

While Original Engine Management provides no warranty for labor or other incidental damage and will accept no liability of same, we will assist customers in referring significant claims to the appropriate parts manufacturer. While our manufacturers also provide no warranty for labor or damages, they may consider compensation on a case-by-case basis.

When you feel a claim against the manufacturer is warranted, call the Technical Services number listed on Page 2 and request a Labor Claim form be faxed to you. Instructions for filing your claim are included with the form.

RETURNED GOODS POLICY

All the provisions of this return goods policy are contingent upon the following:

- a. No returns will be accepted unless the authorization procedures below are followed.
- b. Only those part numbers and quantities authorized as returnable are subject to credit. No credit will be allowed for items not authorized for return. No credit will be allowed for merchandise not of our manufacture. Merchandise returned which does not qualify under this policy will be scrapped or returned to the customer freight collect.
- c. All returns are subject to a 10% handling charge except recall merchandise and warranty returns.
- d. Special ordered items are non-returnable.
- e. All returned material except warranty must be in a salable condition. **Merchandise, which has been physically damaged, water or fire damaged, defaced, unduly exposed to the elements or which for any other reason cannot be resold, may not be returned for credit.**

- f. A copy of the Returned Goods Authorization form listing the parts and quantities returned must accompany the shipment. Before shipping goods, you must obtain a return authorization number.

1. Alleged Defective Returns

Our sales representative will inspect these goods and write up any defective merchandise to be submitted for return credit on our Defective Return Authorization Form. A defective Return Goods Authorization number can be received by calling your Customer Service Representative.

All items should be listed by part number with a description of the alleged defect. Defective returns include items claimed to be mis-boxed.

Warranty returns are to be made directly to 2760 NW 63rd Court, Fort Lauderdale, FL 33309 attention Warranty Department. Freight is to be prepaid by customer and credit will be issued after returns are inspected and processed.

Goods returned without a Defective Return Authorization Form will be scrapped. Please write the Return Authorization number on each carton and include a copy of the form as a packing list.

2. Annual Stock Adjustment

We recognize the need to periodically balance your inventory, and thus we offer an annual stock adjustment return equal to 3% of your previous year's net purchases with an offsetting order of equal value. Goods to be returned must be in **Saleable Condition**. The offsetting order should preferably be designed to update your inventory and we will be happy to analyze your inventory and recommend new items.

Submit your request for Annual Stock Adjustment Return Authorization (preferably on disk) to your Field Representative or your Customer Service Representative. Upon approval, a Return Goods Authorization will be issued. Do not return goods without an RGA. Please write your RGA number on each carton. Ship goods prepaid to 2760 NW 63rd Court, Fort Lauderdale, FL 33309 Adjustment Department. All returned goods must be shipped freight prepaid, and will be subject to a 10% handling charge.

3. All Other Requests for Returns

All other requests for returns will be considered on a case-by-case basis. Generally misordered goods and cancelled special orders are not returnable until your next Annual Stock Adjustment.