



PAR WEST

DEALER POLICY



PAR WEST TURF SERVICES INC.

17952 LYONS CIRCLE
HUNTINGTON BEACH, CA 92647

WWW.PARWEST.COM



833-232-3365 - TOLL FREE
714-893-1555 - SALES/CUSTOMER SERVICE
714-893-1575 - FAX
SALES@PARWEST.COM

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Par West is confident and committed to getting you everything you need to grow your business and help your customers with any turf management job with our custom brand of manufactured products.

CONTACT LIST

Sales

Michael Hobson

[657-208-9777](tel:657-208-9777)

michael@parwest.com

Customer Service

Jim Gibson

[657-204-7139](tel:657-204-7139)

james@parwest.com

Marketing

Devin Brown

[657-243-9367](tel:657-243-9367)

marketing@parwest.com

Accounts Receivable

Stacey Schafer

[714-893-1555 Ext. 113](tel:714-893-1555)

stacey@parwest.com

**EVERYTHING YOU NEED
FOR EVERY JOB ON TURF.**

GOLF COURSE | IRRIGATION | LANDSCAPE | SPORTS TURF

DISCOUNT STRUCTURE AND PAYMENT TERMS

Tier 1 Dealer Status: \$10,000 and over prior year purchases.

- 20% discount off list price on dealer catalog products
- Plus 30% discount off list price on all Par West manufactured signs. (Excludes cast aluminum & bronze)
- Tier 1 dealers will receive pre-paid freight on Par West manufactured sign orders over \$1,500. (Additional items that are not Par West signs will be charged freight)
- Dealers will be designated "Tier 1" status if previous year's purchases were \$10,000+.
- Tier 1 Dealers are required to promote Par West and Par West products by providing access to current Par West catalogs at all trade shows, displaying Par West products at trade shows, and including the Par West logo and/or name in all ads promoting affiliated manufacturers and suppliers.

Tier 2 Dealer Status: \$9,999 and under prior year purchases.

- 10% discount off list price on dealer catalog products
- Plus 30% discount off list price on all Par West manufactured signs. (Excludes cast aluminum & bronze)
- Tier 2 dealers will receive pre-paid freight on Par West manufactured sign orders over \$2000. (Additional items that are not Par West signs will be charged freight)
- Dealers will be designated "Tier 2" status if previous year's purchases were below \$10,000.

Account Requirements: All Dealers are required to keep their accounts current and in good standing as listed below.

- a. Sales tax will be charged on all orders based on ship-to address unless tax exempt form is on file for the ship-to state.
- b. No portion of the account has been over 30 days past due (i.e., 60 days from invoice date) for more than 5 consecutive business days during the past 12 months.
- c. If Dealer status is lost because non-compliance with Account Requirements, the dealer must requalify by maintaining an average of less than 30 days to pay and having no portion of their account over 30 days past due for more than 5 business days for the next 12 months.
- d. The normal form of payment is by check or ACH transfer.
- e. All orders must be complete with Par West part numbers.
- f. Par West will determine shipping method and will not ship with other accounts.

RECEIVING PAR WEST SHIPMENTS

UPS, FEDEX & FREIGHT PROCEDURES

The below procedures must be followed when receiving UPS, FedEx and freight orders. Recourse for damaged and/or lost goods is very limited if these procedures are not adhered to properly. Make it a priority to discuss these procedures with your employees and customers.

1. When receiving an order, inspect shipment and count the number of boxes before signing the delivery receipt.

- a. If the number of boxes does not match the quantity stated on the delivery receipt, note the number of boxes received and missing before signing any freight documents.
- b. If damage is apparent, note the number of boxes that are damaged before signing the delivery receipt. You may also refuse the damaged freight.
- c. Claims for freight damage or shortages must be reported to Par West within 7 days of delivery. The shortage or damage must have been noted on the original delivery receipt by whomever signed for the delivery. If the claim is not made within the above time limit, and/or if the damage or shortage was not noted on the carrier's copy of the delivery receipt, there is nothing Par West can do. These are the carriers' rules, not Par West's. PLEASE MAKE SURE SHORTAGES AND/OR DAMAGES ARE NOTED ON DELIVERY RECEIPT.
- d. If you received products damaged in shipment, or if products were missing from a shipment, please submit the following information to Par West within 7 days of delivery: 1) A copy of Par West's invoice or a valid invoice number; 2) The PRO number of the shipment; 3) A photo of the damaged product and packaging; and 4) A copy of the delivery receipt, with the damage or shortage noted.
- e. DO NOT dispose of the damaged products or packaging. The carrier will want to inspect the damage.
- f. Once the above information is received, Par West will file a freight claim. We will notify you as soon as we hear back from the carrier. This could take some time.

2. To avoid extra charges, decline any add-on services the carriers may offer.

- a. It is the responsibility of the distributor/dealer to pay all fees relating to delivery services imposed by the UPS, FedEx or other freight carriers. These fees include but are not limited to: Appointment Required, Call Before Delivery, Residential, Lift Gate, Construction Site, Inside Delivery, Re-Delivery, Address Correction, and Limited Access, etc.

3. Due to many tariffs and special terms carriers are enforcing with time sensitive

delivery methods there are several instances where the carrier will NOT take responsibility for freight delays. Therefore, Par West DOES NOT recommend these expedited services.

PAR WEST RETURN GOODS POLICIES

To return the merchandise to Par West, please follow the below procedures. No returns will be accepted unless these procedures have been followed exactly.

1. If Par West ships the wrong product:

- a. Please notify Par West within 15 days of receipt of products. Please provide a copy of invoice or a valid Par West invoice number, and a detailed description of shipping error.
- b. Par West will review the original order, and if it is determined that we shipped the wrong product, we will issue a Return Merchandise Authorization (RMA) and Call Tags. Please return the product within 15 days and note the RMA number on all packages.
- c. Upon receipt of the returned products in new, unused condition, Par West will ship the correct products at no charge, freight prepaid.

2. If you inadvertently ordered the wrong product, or if the customer refuses to accept an order, you may return the product subject to these conditions:

- a. You must notify Par West within 15 days of receipt of the product. Please provide a copy of your invoice or a valid Par West invoice number. Upon receipt of your request to return a product, Par West will issue a Return Merchandise Authorization (RMA) number. This number must be shown on all shipping labels.
- b. The goods must be returned within 15 days of receipt of the RMA, with all freight charges paid by the dealer.
- c. The goods being returned must arrive in new, unused condition in their original containers. Personalized flags or other customized products may not be returned.
- d. Upon receipt of goods properly returned and in new condition, Par West will issue a credit for the original cost (not including freight), and a 155 restocking charge will be assessed.

3. Unauthorized returns or collect shipments will not be accepted by Par West.

The time limit specified in all returned procedures will be strictly observed. If the product is not returned or the required information is not provided within the specified time limit, the file will be closed and no further processing of the claim will occur. If you want replacement products shipped immediately, before you have returned the defective or erroneously shipped products to Par West, or before the freight carrier has ruled on a claim for damaged or missing products, you will be invoiced for the replacements. You will be responsible for payment in full accordance with Par West's normal terms, regardless of the ultimate disposition of your claim. If and when the freight claim is paid, or the erroneously shipped or defective products are properly returned, you will be issued a credit in the corresponding amount, which may be less than the amount of the invoice for the replacements.

SHIPPING ORDERS THE "BEST WAY"

Unless otherwise specified on the individual order, Par West will ship your order the "best way". In most cases, Fed Ex Ground or truck shipment is selected (whichever is least expensive). If you have specific shipping requests, please indicate as such on the individual order. We will make every effort within reason to accommodate your requests and preferences.

Additional Freight Charges

These additional costs are assessed by the freight companies after product is delivered if the delivery requires special items.

Examples of additional costs:

- Lift gate deliveries
- Inside deliveries
- Island deliveries
- Remote locations
- Limited access points
- Military Bases
- Residential Delivery
- New York City
- Reconsignment Charges

*These will be separate billings from the freight companies. Most of these charges can't be avoided and will be passed along to dealers. On occasion, when not notified beforehand, these charges may come via a second invoice for these charges only.

The above procedures must be followed when receiving UPS, FedEx and freight orders. Recourse for damaged and/or lost goods is very limited if these procedures are not adhered to properly. Make it a priority to discuss these procedures with your employees and customers.

PAR WEST TERMS & CONDITIONS

We accept all major credit cards for online services, Paypal.com Payment and payment by mail. Simply choose any of the payment methods below. All Par West Turf Services Inc. on-line transactions are secured with industry-standard SSL data encryption that supports 128-bit encryption. – We accept Visa, MasterCard, & American Express credit card. In order to protect our customers from credit card fraud, the billing address on your order form must match the billing address to which your monthly credit card statement is mailed.

Paypal.com Payment – If you wish to make payment via Paypal.com, we will email you Paypal.com Payment instructions to assist you making payment. We only ship to Paypal.com verified confirmed address. This helps maintain a safe on-line shopping experience for everyone. Par West Turf Services Inc. is not responsible for their privacy practices. We encourage you to learn about their privacy policies.

Payment by mail – We accept Money Order, Cashier Check, Company and Personal Check (allow 7~10 working days for check clearance by Bank). Please make all payment payable to Par West Turf Services and mail payment to:

Par West Turf Services
17952 Lyons Circle
Huntington Beach, CA 92647

Terms and Conditions of Sale

PLEASE READ THESE TERMS AND CONDITIONS OF SALE AGREEMENT VERY CAREFULLY. THE CUSTOMER AGREES TO BE BOUND BY THIS SALE AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS (UNLESS THE CUSTOMER HAS SIGNED A SEPARATE FORMAL PURCHASE AGREEMENT WITH PAR WEST TURF SERVICES INC. ("PAR WEST TURF SERVICES INC.") IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN).

PAR WEST

TERMS & CONDITIONS (CON'T)

Important Information About This Legal Contract

This Sale Agreement is a legal contract between the Customer and **Par West Turf Services Inc.** The Customer accepts this Sale Agreement by making a purchase, placing an order, or otherwise shopping on the Site. (References to "you" or "your" shall relate to the Customer; references to "**Par West Turf Services Inc.**" shall relate to **Par West Turf Services Inc.** and its affiliates.) The terms and conditions of this Sale Agreement are subject to change without prior notice, except that the terms and conditions posted on the Site at the time the Customer initially places or modifies an order will govern the order in question. This Sale Agreement constitutes the entire agreement between the Customer and **Par West Turf Services Inc.** relating to the purchase or sale of goods or services on the Site. The Sale Agreement may only be modified or terminated with regard to goods or services that have been purchased or sold on the Site in a writing signed by **Par West Turf Services Inc.** Electronic records (including signatures), that are otherwise valid, shall be accepted under the Sale Agreement. The Customer consents to receiving electronic records, which may be provided via a web browser or e-mail application connected to the Internet; consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting **Par West Turf Services Inc** at the address provided below. In the event of any conflict between the terms and conditions stated on your purchase order and this Sale Agreement or any terms and conditions on our invoice, you agree that the provisions of this Sale Agreement and our invoice shall control.

Governing Law

This agreement and any sales hereunder shall be governed by the laws of the state of California , without regard to conflicts of laws rules. The customer consents to the jurisdiction of the federal or state courts located in Orange County , California for purposes of any suit, action or proceeding arising out of this sale agreement.

General Legal Disclaimer

Par West Turf Services Inc. Hereby expressly disclaims all warranties either expressed or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose. This disclaimer by **Par West Turf Services Inc.** In no way affects the terms of the manufacturer's warranty, if any.

Internet Disclaimer

Internet connectivity requires access services from an Internet access provider. Contact your local access provider for rates, terms and conditions.

PAR WEST

TERMS & CONDITIONS (CON'T)

Pricing and Information Disclaimer

All pricing subject to change. For all prices, products and offers, **Par West Turf Services Inc** reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances. High volume bids are welcome! While **Par West Turf Services Inc** uses reasonable efforts to include accurate and up-to-date information on the Site, **Par West Turf Services Inc** makes no warranties or representations as to the Site's accuracy. **Par West Turf Services Inc** assumes no liability or responsibility for any errors or omissions in the content on the Site.

Limitation of Liability

Par West Turf Services Inc. Will not be liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. **Par West Turf Services Inc.** Will not be liable for products or services not being available for use or for lost or corrupted data or software. Customer agrees that for any liability related to the purchase of products or services, **Par West Turf Services Inc.** Is not liable or responsible for any amount of damages above the aggregate dollar amount paid by customer for the purchase(s) under this agreement.

Arbitration

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, intentional tort and equitable claims) arising from or relating to this sale agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this sale agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this sale agreement), **Par West Turf Services Inc.**'S advertising, or any related purchase shall be resolved exclusively and finally by binding arbitration administered by the national arbitration forum (naf) under the code of procedure of arbitration-forum.Com (the "code") in effect at the time the claim is filed the code and if any in-person hearing is required, it shall be held in Orange County, California . Judgment on the award rendered by the arbitrator(s) may be entered by any court having jurisdiction. Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

Orders; Payment Terms; Interest; Taxes

Orders are not binding upon par west turf services inc until accepted by par west turf services inc. Terms of payment are within par west turf services inc's sole discretion. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Par west turf services inc may invoice parts of an order separately. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law. The customer is responsible for sales and all other taxes associated with the order.

PAR WEST TERMS & CONDITIONS (CON'T)

About California Proposition 65

Proposition 65, officially the Safe Drinking Water and Toxic Enforcement Act of 1986, is a law that requires warnings be provided to California consumers when they might be exposed to chemicals identified by California as causing cancer or reproductive toxicity. The warnings are intended to help California consumers make informed decisions about their exposures to these chemicals from the products they use. The California Office of Environmental Health Hazard Assessment (OEHHA) administers the Proposition 65 program and publishes the listed chemicals, which includes more than 850 chemicals. In August 2016, OEHHA adopted new regulations, effective on August 30, 2018, which change the information required in Proposition 65 warnings.

Please acknowledge you have read and understand the complete Par West policies as well as terms and conditions by signing and returning to ***michael@parwest.com***.

CHRIS NORMANDIN

PRESIDENT

PRINT NAME OR ORGANIZATION

AGREEMENT DATE

AGREEMENT DATE

Chris Normandin

SIGNATURE

SIGNATURE



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