



TERMS & CONDITIONS

CONDITIONS OF SALE: All sales are final by Genius Distributing (Seller) to said account (Buyer). Buyer understands that all goods sold by Seller are in "as-is" condition. Seller does not have any control of what consistency said manufacturers have in production of said goods.

RETURNS: Returns are accepted on a 2 for 1 exchange basis not to exceed 2% of yearly sales total. Other than this, **ALL SALES ARE CONSIDERED FINAL.** Once order has been placed and Buyer has either picked up by means of "Will Call" or part has shipped out of Seller's facility via shipping company, it is considered a FINAL SALE. What this entails is that Buyer now accepts these goods in fair and saleable condition and it is now in the Buyer's possession of merchandise. Seller does not have any obligations to take any part back for any reason other than that of a defective part. Once the order has been placed and the said part has left Seller's facility, Buyer is now obligated to follow all return policies set forth by Seller. If a part that has been "will-called" at Seller's facility and the Buyer or Buyer's agent has signed the respective invoice(s), it is now a FINAL SALE. The NO RETURN policy is therefore in effect and will be enforced. If a part has left Seller's facility via shipping company it is considered a FINAL SALE. If Buyer either refuses package with said parts or does not pay for the package then the Buyer will be obligated to pay the full face value of the entire invoice inclusive of all shipping and handling charges. If Buyer does not pay for the full face value of the invoice within 5 (five) working days, Buyer is obligated to pay a 25% (twenty-five percent) restocking fee to Seller for the full face value of the invoice. If this condition is not met by Buyer, all future orders will be held unless Buyer either pre-pays every order via cash, cashier's check or money order or until all fees have been paid in full. Buyer understands these terms of sale and is well aware of the term FINAL SALE. Seller does not take any returns for store credit and there are no refunds given by Seller for any reason to Buyer.

ORDERING: When ordering from Seller, Buyer must fax in or e-mail in an order by 10:00pm PST for the order to be guaranteed to go out the same day. Any order faxed after 10:00pm PST cut-off time will be subjected to a process of sale done in a timely manner by Seller. **All orders that are not faxed or e-mailed over with the correct part numbers and quantities are subject to interpretation at the sole discretion of the Seller. If a phone order is placed it will be at the sole liability of the Buyer. Buyer understands that Seller is, at this point, taking discretion to what said parts and quantities of said parts are to be sold to Buyer and is using judgment at this point. Parts ordered on these conditions cannot be returned by means of fault to Seller. Buyer holds responsibility that verbal orders are the Buyer's responsibility in a FINAL SALE. Seller is not obligated, expressed or implied, to take any part back for "miscommunication" or wrong part shipping or picked up by Buyer at Seller's facility. Any fax, e-mail, or purchase order placed by Buyer has the intent in being a sales order and will be treated as such by Seller and all parts in the fax, e-mail, or purchase will be processed in a timely manner.** Special orders will be placed by Seller to said manufacturers where at this point Buyer will be responsible for the acceptance of these goods. Any special order goods that are cancelled at this point will be subject to a 25% (twenty-five percent) re-stocking fee so Seller can return said parts to the respective manufacturer. It is at the sole discretion of the Seller at this point to either stock the part at Seller's facility or return the part to the manufacturer.

WARRANTIES: All warranties expressed or implied are done by the manufacturer of the product and not by the Seller. Seller's sole warranty for each product is set forth in the warranty documentation associated with the product from the manufacturer. Seller will process all warranties in a timely manner on the Buyer's behalf but Seller is at the sole discretion of the said manufacturer in terms of merchandise being returned to Seller in a timely manner. Seller gives no warranties expressed or implied, including, but not limited to, the implied warranties of merchantability or performance of a particular part for a particular purpose.



CONTINGENCIES: Seller shall not be liable for any failures to produce to Buyer when the cause of such failure is an act of God, labor disputes, supplies, or material shortages, acts of local, state national, civil, or problems, or an act or cause that does not normally occur in the ordinary course of Seller's business.

PERFORMANCE PRODUCT WAIVER: Seller does engage in selling after-market items and Buyer does understand the ramifications for having these parts at Buyer's facility for salability. Seller will not be held accountable for any legal fees or such in selling of said parts to Buyer. Buyer understands fully that some parts sold by Seller may not comply with local, state or federal laws and will not hold Seller accountable in any shape or form legal or implied. Seller will not be held liable for any fault of their own, any damages to and not limited to the Buyer or the Buyer's customer. Seller will not be liable for any damages which are incurred directly or indirectly with the Buyer or Buyer's customer directly or indirectly on the home appliance or operators or users of said home appliances.

COMPANY POLICIES: It is understood that Seller is conducting business with trade only. Buyer must be an established business with a current business license and a business address and phone number. If said conditions are not met by the Buyer, Seller has the right to refuse service at any time. If the Buyer is from the state of California, a seller's permit must be given to Seller at the time of first purchase where-in the Buyer must fill out a resale card as to not be subjected to California sales tax. Refusal to do so may result in charges of back taxes charged to Buyer and all fees subjected in collecting.

PAYMENT CONDITIONS: Buyer is aware that Seller is selling parts on a COD (cash on delivery) basis. Buyer is buying parts from Seller in forms of payment of cash, cashier's check, or money order. Buyer is not entitled to any credit or terms from Seller. If Buyer wants to be put on a company check basis, Buyer must completely fill out a credit application and sign and date a personal guarantee. This must be done by the owner of the Buyer's company, and not by an officer or employee. Buyer must be in business for a minimum of three years at the same location and must have exemplary credit. All bank information must be current and account numbers be the ones used to write company checks to the Seller. All personal information will be held in a confidential manner by Seller and will be used only for credit checking purposes. **Any checks that are returned to Seller for any reason are subjected to a \$35.00 (thirty-five dollars) return check fee. If any check is returned to Seller for any reason, Buyer is fully aware that Seller can and will at this point put the Buyer back on a cash on delivery basis.** Any collection fees, legal fees, and bank fees will be paid by Buyer if the full face value of the check is not paid in full within five working days. All returned checks with unpaid balances will be turned over to our legal department where the Buyer will be prosecuted to the full extent of the law in Buyer's state of conducting business. All returned checks to Seller must be paid by cash, cashier's check or money order. A company check will not be accepted as form of payment on a returned check. If Buyer is accepted on a company check basis it must be taken as a privilege and not to be abused. If Buyer uses any other form of payment other than the business checking account that is on their credit application, they will then be subjected back to a cash basis. **Seller does not accept personal checks.**

I hereby acknowledge the above Terms and Conditions and agree to abide by them.

Company Name: _____

Signed by: _____ Title: _____

Print Name: _____ Date: _____



genius.
Appliance Parts Distributing Co.

CREDIT CARD AUTHORIZATION

Customer Number: _____

Company Name: _____ Date: _____

Phone: _____ Fax: _____

Please fill out the following credit card charge authorization information request. (PRINT CLEARLY)

Card holder name: _____
(name exactly as it appears on card)

Credit card bank: _____ 3 digit CID# (on back of card): _____

Credit card#: _____ Expiration date: _____

Address statement is mailed to: _____

City: _____ State: _____ Zip: _____

I, _____ (name exactly as it appears on card), hereby authorize **Genius Distributing**, to charge my credit card for the purpose of drop shipping parts directly to my customer; whose address will be different from the address stated above. I acknowledge and understand that all purchases must be placed in the form of a purchase order either by fax or email with the shipping location clearly stated.

AUTHORIZED PURCHASERS ARE:

Credit card holder's acknowledgement/authorization

Signature: _____

Along with this form I will fax a copy of the front and back of my purchased credit card, along with my Driver's License.

SPECIAL INSTRUCTIONS: _____



CALIFORNIA RESALE CERTIFICATE

(NAME OF PURCHASER)

(ADDRESS OF PURCHASER)

I HEREBY CERTIFY: That I hold valid seller's permit No. _____ issued pursuant to the Sales and Use Tax law: That I am engaged in the business of selling: _____

That the tangible personal property described herein which I shall purchased from: _____

Will be resold by me in the form of tangible personal property; provided, however, that in the event of any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business. It is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchased price of such property or other authorized amount.

Description of property to be purchased: _____

For your information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus penalty of 10 percent of the tax of \$500, whichever is more.

_____, 20_____
(DATE)

(SIGNATURE OF THE PURCHASER OR AUTHORIZED AGENT)

(TITLE)

(TELEPHONE)