

CUSTOMER POLICIES AND TERMS

J. L. Troy Company, Inc. is committed to providing you with the highest quality products and services at competitive prices. All orders receive our personal attention and are taken, processed, and shipped with your best interests in mind. With a total of 27 years of professional installation and diagnostic experience, our sales staff will always strive to guide you to the right part for the job and assist you with any technical questions you may have. Please call on us for your installation and technical needs.

Business and shipping hours:

- Our phones are answered from 8:00 am until 5:00 pm central time Monday thru Friday.

- We also accept orders via **website**> JLTroy.com, **email**> sales@JLTroy.com and **fax**> (901) 372-1454.

- Orders are shipped the same day unless noted otherwise.

- Local pick-up hours are 10:00 am until 2:00 pm. Local orders should be made 90 minutes in advance of pick-up.

Business-to-Business requirements:

J. L. Troy Company, Inc. is a wholesale distributor dedicated to serving the needs of automotive, cellular, marine, recreational, industrial, and home audio-video electronics retailers and/or installation facilities with the finest and most diverse line of supplies available. **J. L. Troy Company, Inc.** takes its customers' needs seriously and would hope for reciprocal consideration.

J. L. Troy Company, Inc. would like to accommodate the needs of businesses that wish to engage in a business-to-business relationship, however we must consider each potential customer on an individual basis.

1. **J. L. Troy Company, Inc.** will only consider new business accounts that have and maintain a current business license and/or tax ID number pursuant to their local regulations bearing a business name that relates to business types mentioned above.

2. **J. L. Troy Company, Inc.** requires completion of its Customer profile / Registration / Purchase agreement form via fax or Internet. This form allows us to gather pertinent information about your company, obtain references needed to perform credit and background checks, and also serves as a legally binding agreement between **J. L. Troy Company, Inc.** and the customer.

3. **J. L. Troy Company, Inc.** will strive to respect the business boundaries of existing wholesale customers who support a broad variety of the products we offer. We will endeavor to determine the proximity of potential dealers with respect to existing customers in order to prevent conflicts of interest. **J. L. Troy Company, Inc.** reserves the right to limit or expand its distribution in any geographical area.

4. **J. L. Troy Company, Inc.** relies on volume buying from its vendors in order to establish a best-in-industry pricing structure for its entire inventory of products. Our customers support this pricing structure by purchasing and stocking a wide variety of what we sell. If **J. L. Troy Company, Inc.** deems that the buying habits of a customer do not warrant wholesale status by lack of a reasonable attempt to support and stock a variety of products, or a customer's purchasing does not exhibit what **J. L. Troy Company, Inc.** views as that which would come from a typical retail business, it has the right to remove said customer from wholesale standing. **J. L. Troy Company, Inc.** hopes for open communication with its customers so that it may continue to be the best source for a wide variety of installation supply needs.

Ordering Guidelines:

- We do not require a minimum order.
- All orders under \$50.00 are subject to a \$7.90 handling fee, plus freight.
- Use of our part numbers, if known, is appreciated.

Additions to orders:

- Additions to local pick-up orders will add an additional 90 minutes to order preparation time.
- Additions to shipped orders are accepted until 4:00 pm, central time. After that time, any additions shall be treated as a new order and be subject to "Ordering Guidelines" above.
- We ask that you help us to keep additions to a minimum.

Payment:

- **COD/Certified funds or Credit Card terms.** This applies to all new accounts and can usually be set up the same day. We accept MASTERCARD, VISA, AMERICAN EXPRESS, and DISCOVER. This includes most check cards with the MASTERCARD or VISA logo.
- **COD terms.** Acceptance of company checks for COD payment will only be considered after trade and bank references can be verified. This may delay the initial order for 2 to 7 days while awaiting replies.
- Net terms. Only after receiving favorable verification from 3 trade references and a minimum of 2 verifiable years of business operation will an account be considered for this payment option. Net & COD terms are subject to the sole discretion of **J. L. Troy Company, Inc.**

Backorders:

- We strive to avoid backorders, however, varying demand and/or vendor shortages can sometimes cause an item to be backordered.
- We will do our best to notify you of backorders as your order is placed and suggest alternative parts if available.
- Backordered items will only be shipped with prior approval when parts become available.

Delivery Refusal:

- If an order is refused at the point of delivery for any reason, the refusing company will be responsible for all freight charges incurred from the delivery refusal and a 20% restocking fee (or \$7.90 minimum).

Change of Address:

- Please inform **J. L. Troy Company, Inc.** of any address changes that may occur. If a shipment must be diverted to a different address, our shippers assess a

surcharge. This surcharge and any other charges resulting from unannounced address changes will be charged to your account.

Merchandise Return Policy (RMA):

J. L. Troy Company, Inc. wants you to be satisfied with all of the products it offers. If you receive an order that is not to your satisfaction and/or includes discrepancies or damaged items, notify us within 2 days of receipt of the shipment and we will gladly correct the problem.

Any shipping damage must be reported to J. L. Troy Company, Inc. within 24 hours of receipt to qualify for freight claims. Please check your order carefully for any shipping damage.

Any and all non-warranty returns requested after the 2-day satisfaction period and up to 30 days after original receipt will be subject to a 20% restocking fee or \$7.90 minimum, whichever is greater (see below for exceptions). Any part(s) being returned must be in original resalable condition or an additional repackaging fee may be assessed to the return. **J. L. Troy Company, Inc. reserves the right to refuse credit on any part(s) it deems as not resalable.** Credit for part(s) accepted for return will be applied to your account and used against any future purchase(s).

Parts that carry manufacturer warranties are subject to the terms and conditions of those warranties. **J. L. Troy Company, Inc. reserves the right to act as the warranty station for such items or to have you, the customer, handle warranty related matters directly with the manufacturer.**

Return Procedure (RMA):

1. **Fax**> (901) 372-1454, **website**> JLTroy.com, or **E-mail**> rma@JLTroy.com us for a **Return Authorization Request Form. Read carefully, list items to be returned, sign and fax the form to us.**
2. For non-warranty returns within the 2-day satisfaction period, we will request that you fax us a copy of the invoice/packing slip that includes the problem part(s).
3. After receiving your completed request form, we will, within 48 hours, issue a Return Merchandise Authorization (RMA) form which will include a RMA number that will need to be written clearly on the outside of the box containing your return. **(Note: Any returns sent back without prior authorization will be refused)**
4. Pack the part(s), with the RMA form, in suitable packaging and return to **J. L. Troy Company, Inc.** freight pre-paid **(Note: J. L. Troy Company, Inc. is not responsible for freight charges on returns unless expressly noted. Any packages arriving freight collect will be refused).**
5. Upon receipt of your return, **J. L. Troy Company, Inc.** will verify that the parts returned are as indicated on the RMA form and, depending upon the nature of the return, will issue credit, or exchange the part(s) as detailed in the Return Policies above.
6. Any parts to be returned to you will be included in a future regular shipment placed by your company unless you, the customer, request that the part(s) be returned separately. **A \$7.90 shipping and handling charge will be billed to you for any returns shipped separately.**
7. **No part(s) may be returned by any party other than through the original purchasing dealer.**

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J. L. Troy Company, Inc. thanks you for your business.

If there is anything that can be done to make changes to better support your business, we would like to hear your suggestions. **J. L. Troy Company, Inc.** knows that the needs of businesses change throughout the years and our commitment to you is to stay at the forefront of the industry. In doing so, we remain committed to providing you with the highest quality products and services at competitive prices.

J. L. Troy Company, Inc. reserves the right to revise or update its Customer Policies and Terms at any time. A revision number is located below for your reference. Any and all issues involving policies and terms are subject to this latest revision. The most current revision is available online at JLTroy.com or a printed copy may be requested at anytime.

J. L. Troy Company, Inc.

Please review, sign & fax **901-372-1454**

X _____
Company name

Terms and Conditions of Sale:

Customer agrees to pay J. L. Troy Company, Inc. (Seller), for all goods and services received, according to the terms of this agreement. Purchaser grants Seller a security interest in all such goods and proceeds therefrom. For all overdue balances, customer agrees to pay a service charge of 1.5% per month (18% per year) from original due date. There shall be a \$20.00 service charge (per incident) for all checks returned unpaid for any reason. The terms of this agreement apply to all charges, including freight, service charges, and attorney's fees and other costs of collection. If an attorney or collection agent is retained, Customer agrees to pay a reasonable attorney's or collection fee, plus all court costs and cost of collection. This writing plus additional terms on the invoice constitute the entire agreement between the parties and shall not be altered or amended except in writing signed by both parties.

Customer hereby authorizes credit investigation, credit reporting, and accepts the terms and conditions of sale and has read and agrees to J. L. Troy Company, Inc. (Seller) "Customer Policies and Terms"

Customer Signature

X _____
Signature must be listed as a principal in the company

Print Name _____

Date _____ Title _____

PERSONAL GUARANTY: The undersigned hereby agrees to pay on demand all delinquent amounts due regarding purchases on the above account.

X _____
Signature must match above signature and be listed as a principal in above section Print Name

Note - If your company is new or not listed with your local directory assistance, we require a FAXED copy of your state or local BUSINESS LICENSE