

**J&D Walter Distributors, Inc.**

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Providing the Service Your Dealership Deserves

## Drop Ship Agreement

**Trial Period:** Upon submission of the Drop Ship Agreement, the dealer will begin a trial period. After sixty (60) days the Dealer Account will be reviewed and confirming dealer compliance to the terms of the agreement the program will be extended.

**Order Acceptance:** Drop Ship orders will be accepted via fax, internet or e-mail only. All orders must include ship to, ship via and all other order specific information (i.e. PO#).

**Freight:** Dealer pays all associated freight charges on drop ship orders. All orders over \$100 will ship Signature Required with insurance. Dealer is liable for all orders and associated costs.

**Fee:** A drop ship handling and processing fee of \$5.00 will apply to all orders.

**Consumers:** The purchasing dealer is responsible for handling all consumer questions and cases. J&D Walter will only communicate with the dealer and will not service consumers directly.

**Shipping:** Once a package leaves the J&D Warehouse, J&D Walter is no longer responsible or liable for that product. The dealer is responsible and liable following the shipment of the product, including if the customer denies receipt of the package(s). All shipping issues should be handled through the shipping company. J&D Walter will provide tracking numbers for all Drop Ship orders.

**Damages:** All products will be inspected prior to leaving the warehouse to ensure their condition. J&D Walter will not be responsible for product that the consumer states arrives otherwise. All claimed damages should be reported to the shipping company.

**Returns:** Dealer MUST acquire an RMA# before returns can be sent back to J&D Walter. Packages that do not include an Authorized RMA# on the shipping label will be refused at the dock. Returns may only come directly from the dealer. All returns must occur within 15 days of the original invoice date. The dealer is solely responsible for consumer fitment issues, incorrect ordering and damage issues. **Closeouts and discontinued items are not returnable.**

**Return Fee:** A return-handling fee of 20% will apply unless return is based on defect or incorrect shipment. Returns that require additional processing may require additional fees. Determination of return condition is the sole discretion of J&D Walter.

**Termination:** J&D Walter at it's sole discretion, may terminate the drop ship program for a dealer at any time. Dealer will be notified immediately that their Drop Ship privileges has been terminated.

By signing this document, I acknowledge responsibility on behalf of the dealership for the acceptance, understanding and compliance to the J&D Walter Drop Ship Program, and I have the authority to accept these terms.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dealership: \_\_\_\_\_

Dealer #: \_\_\_\_\_