



CONTACT US:

- **Correspondence**
PO BOX 24355
Tampa, FL 33623-4355
- **Packages & Authorized Returns**
4723 Oak Fair Blvd.
Tampa, FL 33610-7386
- **Telephone**
800-KAWASUMI
800-529-2786
813-630-5554
- **Fax**
813-630-5033

www.kawasumiamerica.com

Hours of Operation:

Monday–Friday

8:30 am to 5:00 pm EST

Closed

Saturday, Sunday
& All National Holidays

Social Media Contacts:

Facebook – www.facebook.com/kawasumi.america

Twitter – @kawasumiamerica

LinkedIn – <http://www.linkedin.com/company/2224921>

TERMS & CONDITIONS

EFFECTIVE – JANUARY 1, 2012

1. **Distributor Approval:** An approved Distributor will be required to complete a New Distributor Agreement, Account Information Forms, and provide Tax Exemption Forms with all state's Resale Certificates.
2. **Distributor Contact Information:** Information is to be kept up to date with the current contact information for its Officers, Purchasing Agents, and Accounts Payable Department at all times.
3. **Distributor's Price:** The prices for the products are listed by product code on the Kawasumi Confidential Distributor Price List. Prices are subject to change without notice. We will however attempt to provide as much prior notice as possible.
4. **Suggested Resale Pricing:** We do not suggest prices for resale of our products. The prices at which the Distributor resells the products to the customer are at the sole discretion of the Distributor.
5. **Payment Terms:** All invoices shall be payable in full within thirty (30) days of their respective invoice dates. Deductions for returned product or rebates are not allowed unless our credit memo number is referenced on the remittance advice.
6. **Payment Methods:** Distributor can submit payment in Cash, Money Order, Domestic Check, Credit Cards, Bank Wire, or ACH Remittance. Checks issued from non-U.S. banks will NOT be accepted (*Refer to Exhibit A - Fee Schedule*).
7. **Rebates:** Credit is issued in the form of a credit memo. Rebates expire within 90 days of issuance. Rebate Credit Memos can only be used against outstanding invoices. THERE ARE NO CASH REFUNDS.
8. **Collections:** Certified funds are needed to place an account in good standing for any account with bad debt, write-off, or NSF balance*. Certified funds include bank wire, domestic certified bank check, or ACH direct deposit to Kawasumi's bank account.
**The customer is responsible for all collection fees associated with collecting the account balance on a past due account. New purchase orders will not be processed until all past balances and fees are collected in full.*
9. **Order Policy:** Distributor's orders of products are subject to Kawasumi Order Policy. Kawasumi's Order Policy is as follows:
 - a. Purchase Orders must be in writing from an authorized purchasing agent
 - b. Purchase Orders must be received via fax or e-mail
 - c. Purchase Orders must have the following components:
 - i. Purchase order number
 - ii. Billing address
 - iii. Shipping address
 - iv. Shipping Method (FedEx Ground, FedEx Standard Overnight, etc.)
 - v. Kawasumi's product code
 - vi. Quantities (full case quantities only)
 - vii. Correct pricing
 - viii. Contact information (telephone and/or email address) for the person authorized to make changes, if necessary, to the purchase order.
If a purchase order is received with any of the above items missing or incorrect, we will attempt to contact the Distributor for corrections. The purchase order will not ship until all corrections have been made.
10. **Shipping Policy:** Kawasumi's average processing time is estimated at 3 business days from receipt of a compliant purchase order to shipment. A compliant order is defined as a purchase order defined in 10.1 - 10.3 on page 1. The account also must be in good standing (i.e. no past due, disputed items, and credit limitations). Kawasumi's standard delivery method is Ground. We will attempt to accommodate other shipping methods; however, we do not guarantee any other method of delivery to comply with this shipping policy.

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Exhibit A - Fee Schedule**Kawasumi Laboratories America, Inc.****Primary Business Address**

4723 Oak Fair Blvd.
Tampa, FL 33610-7386

Mailing Address

P0 Box 24355
Tampa, FL 33623-4355

Phone: 813-630-5554

Fax: 813-630-5033

Related E-Mail Addresses:

info@kawasumiamerica.com
orders@kawasumiamerica.com
ar@kawasumiamerica.com
rebate@kawasumiamerica.com

Bank Transfer Wire**	\$60.00
Credit Card Administrative Fee	Minimum \$20.00 or 4% of total payment
Late Fee	Maximum Allowed with Consumer Credit Regs
Minimum Order <small>orders between \$500.00-\$999.99</small>	\$30.00
End User Drop Shipment	\$30.00
Minimum Order with a End-User Drop Shipment	\$60.00
Handling Fee – Other Specified Carrier	\$30.00
Handling Fee – Misc, Documentation, Special Packing	Estimated at time of order
Shipping – FedEx Ground, Express, LTL Freight	List Rate
International Handling Fee – Palletizing	\$15.00 per pallet
International Handling Fee – Packing Boxes	\$3.00 per box
**Fee Schedule Subject to Change without notification	

Terms & Conditions Continued

11. **Shipping Terms:** All orders are shipped at FOB plus related shipping and handling charges noted in Exhibit A – Fee Schedule.
12. **Damaged, Shortage, & Shipment Errors:**
 - a. **Shipping By Kawasumi Standard Carrier:** Kawasumi is not liable for any loss or damage of product arising from “our” third party carrier. When we use our standard delivery carrier and product is lost or a damaged product is received, the customer upon receipt from the carrier must note with the carrier any damage or shortage. KLA must receive timely notification of the damage or loss item. Notification to Kawasumi must be supplied in writing within 5 days of receipt of damaged, inaccurate, or shortage of product.
 - b. **Shipping By Distributor Requested Carrier:** In the event that our standard carrier was not used by the Distributor, Kawasumi will not be responsible for any loss or damage. The Distributor should request reimbursement from the Carrier used.
13. **Return Policy:** All returns **must** have authorization from our Customer Service Department. An authorization will be presented to the Distributor upon meeting the following Return Policy Terms:
 - a. Valid and authorized returns are issued credits in the form of a credit memo. A cash refund will be given upon written request within 30 days of issued credit memo.
 - b. Product must be returned in original condition and packaging that is free of excessive markings and labeling.
 - c. Request must be no more than 90 days from the original invoice date. No credit will be issued for freight charges including the original freight and the return freight charges. Return freight costs are the responsibility of the Distributor.
 - d. The product must be received by Kawasumi within 30 days of the issuance of return authorization number.
 - e. Minimum 20% Re-Stocking Fee will be applied against all authorized returns.
 - f. **No credit** will be issued on unauthorized returns.
14. **Non-Stocked, Special Order, or Discontinued Products:** The products that KLA maintains inventory of are the products listed on the Kawasumi Confidential Distributor Price List. Additional models of some products may be available on a special order basis. Any products that are **not** on the distributor price list are special order. These products may be ordered in accordance with the following criteria:
 - a. Pre-payment of the product being ordered is required in full before the product will be manufactured.
 - b. The distributor understands and accepts that the delivery time can range from 90-120 days from the date that the full pre-payment amount was received.
 - c. Non-stock or special order product is a Final Sale and cannot be returned.
 - d. The purchase of these non-stock items is excluded from the Cancellation Policy.
 - e. Discontinued Products are considered non-stocked product. Purchase orders containing a request for a discontinued item will not be processed.
15. **Cancellation Policy:** Distributor has the right to cancel any order prior to shipment without penalty. However, Distributor will be responsible for any out-of-pocket expenses such as carrier services, call tag issuance, special order costs, etc.
16. **Minimum Order Policy:** There is no fee for orders that exceed \$1,000. Kawasumi requires that any purchase order placed meets or exceeds \$500.00 (*Refer to Exhibit A – Fee Schedule*). The following are exceptions to this policy:
 - a. A drop shipment to the Distributor’s end user location (*subject to minimum order fee and drop ship fee*)
 - b. Distributor’s purchase of Special Order product (*not subject to minimum order fee*)
17. **Drop Shipment Order Policy:** A Drop Shipment Fee will apply to any order shipping to a location other than a distributor facility (*Refer to Exhibit A – Fee Schedule*).