

TERMS AND CONDITIONS

In consideration of Arlington Industries Inc (“Arlington Industries”), accepting Customer’s application for credit and in consideration of any extension of credit by Arlington Industries to Customer, and the sale of any goods to Customer, intending to be legally bound hereby, Customer agrees as follows:

1. The Customer hereby represents that the information herein contained is true and correct and hereby authorizes Arlington Industries to contact the designated references as well as any or all appropriate credit bureaus for information pertaining to the credit worthiness and financial responsibility of the Customer.
2. Arlington Industries may, but shall not be bound to, extend credit to Customer in its sole discretion and in its sole discretion may modify or withdraw at any time credit terms extended by it to Customer.
3. Terms and Conditions of Sale – Terms are Net 30 with approved credit. Any sale of goods by Arlington Industries to Customer shall be governed solely by these Terms and Conditions and the Terms and Conditions appearing in the sales catalog, on the invoice from Arlington Industries or as otherwise established from time to time by Arlington Industries. Any additional or different conditions of sale appearing in Customer’s purchase order form or elsewhere are hereby superseded by Arlington Industries’ conditions of sale, unless agreed to in writing, by the duly authorized representative of each party.
4. Security Agreement - Customer hereby grants to Arlington Industries and Arlington Industries retains a purchase money security interest in all goods sold (whether now or hereinafter) by Arlington Industries to Customer together with a security interest in all proceeds thereof. Customer authorizes Arlington Industries to file in all appropriate public registries a UCC financing statement to perfect its security interest. The obligations of the Customer are not assignable without the written consent of Arlington Industries.
5. Limitation of Liability & Disclaimer of Warranty – Except as provided separately in writing by Arlington Industries, the goods are being provided “as is” without warranty of any kind. Distributor hereby disclaims all warranties, whether express or implied, oral or written, with respect to the goods including, without limitation, all implied warranties of title, non-infringement, merchantability or fitness for any particular purpose and all warranties implied from any course of dealing or usage of trade. Further, to the maximum extent permitted by applicable law, Arlington Industries’ cumulative liability to customer for any claim(s) arising under this agreement or relating to the goods, whether in contract, tort, indemnity, or other theory of liability, shall be limited to the purchase price of the goods affected by such claims, and in no event shall Arlington Industries’ cumulative liability to customer exceed the total purchase price of such goods affected by such claim(s) in the three months prior to such claim(s) arising. In addition, to the maximum extent permitted by applicable law, in no event shall Arlington Industries be liable to customer for lost profits, loss of use or indirect, special, incidental or consequential damages for any claim(s) related to the goods, whether in contract, tort or any other theory of liability, even if advised of the possibility of such damages.
6. Interest on Late Payment – In the event that any obligation of Customer to Arlington Industries is not paid on the due date thereof, Arlington Industries shall be entitled to charge Customer interest on the full amount of the unpaid obligation at a rate of 1.5% per month (18% per annum), but not in excess of the lawful maximum, commencing on the due date of the obligation and continuing until the obligation is paid in full.

7. Attorney/Collection Fees – In the event Arlington Industries shall determine, in its sole discretion, to use the services of any attorney/collection agency to collect any past due obligations of Customer, Customer agrees to pay, in addition to the past due obligations, reasonable attorney/collection fees.
8. Past Due Accounts – Open account terms will be suspended if invoices are not paid within specified terms and subsequent orders may be held until the account is paid current. A \$25 handling charge will be assessed on all returned checks.
9. Governing Law and Consent to Jurisdiction – This Agreement and the Terms and Conditions and any and all dealings between Arlington Industries and Customer shall be construed as having been made or to have taken place in the County of Mecklenburg, State of North Carolina, without regard to its principles of conflict of laws and no other jurisdiction. In the event of any dispute between Arlington Industries and Customer arising out of or in connection with the Agreements, all actions or disputes shall be brought and tried only in the County of Mecklenburg, State of North Carolina and violation of this covenant will bar recovery by Customer in any other court.
10. Invoicing – Unless otherwise requested, Arlington will provide invoice via email transmission.
11. Payment Methods –
 - a. Check remitted to:
Arlington Industries,
Inc. PO Box 601029
Charlotte, NC 28260-1029
 - a. E-Bill Express (Online Bill Payment)
To access, visit <https://ww2.e-billexpress/ebpp/arlington/> or arli.com and click on E-Bill Express in the menu ribbon.
12. Sales Orders:
 - a. To speed the ordering process, please have the following information ready when you place your order: account number, purchase order number, your order prepared using the standard quantities and stock numbers shown in our catalog or website, your “Ship to” address when it is different than the “Bill to” address, and any special shipping instructions.
 - b. Orders placed before 5:00 p.m. Pacific Time (7:00 p.m. Central Time, and 8:00 p.m. Eastern Time), must pass a credit check in order to ship the same day. A customer with an order that does not pass the credit verification will be contacted by noon the following business day to make other arrangements.
 - c. Sales are made to qualified dealers or retailers only. No end user sales.
 - d. Order Handling Charge: All orders are subject to a one-time handling/processing charge of \$2.95. The handling/processing charge is applied only once to any order, and will not be added to any items backordered.
 - e. Minimum Order Charge: A small order fee of \$5.00 will apply to orders under \$75.00.
 - f. Commercial/International Invoices: A flat fee of \$10.00 will be assessed on all orders requiring a commercial or international invoice.
 - g. Special Orders: Sales on special order, non-stock or discontinued items cannot be cancelled or returned.
 - h. Backordered Items: Items backordered will be shipped as soon as they become available unless the backorder is cancelled by the Customer. Backordered items may ship without notice. All backorders over 60 days old may be cancelled without notice. Please tell us when placing your order if you will not accept any backorders. Freight charges will be assessed on all backordered items.

- i. Order Changes or Cancellations: Orders entered into the system are processed immediately to assure same-day shipping, and therefore may not be changed or cancelled. Refused deliveries are subject to a 20% restocking fee plus recovery of all freight charges. A special order that has not shipped may be cancelled with approval and will be subject to a minimum 20% fee.
- j. Pricing: Every effort is made to assure the accuracy of the specifications and pricing in this catalog. Due to changing market conditions we reserve the right to update pricing, specifications, and policies, including these terms and conditions without prior notice. Please call your sales representative or go online at www.arli.com to confirm pricing, specifications and policies.
- k. Freight and Shipping: All items are shipped F.O.B. Arlington Industries. Title to the goods and risk of loss and damage passes to the customer at the F.O.B. point. Arlington Industries retains a purchase money security interest in the delivered goods until payment is received in full for the goods. All freight charges are added to the invoice unless shipped freight collect. On C.O.D. orders the freight is included in the C.O.D. amount. C.O.D. orders are subject to a fee per box in accordance with the freight carrier. Dimensional freight charges will be assessed to the order in accordance with the carrier. Freight insurance is in accordance with the carrier. Blind drop shipments are available at no additional charge.
- l. An invoice for freight and restocking fee will be issued on any shipment refused by the customer. If refused product is returned back to Arlington, the customer will be credited for the product less restocking fee and all applicable freight charges. Accounts will be placed on a "No Ship" basis until this invoice is paid.
- m. Warranty: Arlington Industries' liability for breach arising out of the sale of goods shall be limited to the purchase price of the goods. In no event shall Arlington Industries be liable for any special, consequential, incidental, indirect or other damages (including without limitation loss of profit) whether or not Arlington Industries has been advised of the possibility of such loss, however caused, whether for breach or repudiation of contract, breach of warranty, negligence, failure to deliver or under any other theory of liability.
- n. THE SALE OF GOODS IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER ACKNOWLEDGES THAT HE IS NOT RELYING ON ARLINGTON INDUSTRIES' SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES THAT EXTEND BEYOND THAT SET FORTH ON THE PRODUCT PACKAGING, IF ANY.

13. Product Return Authorization Guidelines:

- a. All product being returned, whether defective or otherwise, must have an approved Returns Authorization number (RA). Any product returned without an RA will be refused and no credit will be issued. Our returns team can be reached at 800-887-3040 option 4, or via email at returns@arli.com to assist you with any product issues that may arise. All returns must be initiated within 30 days of your purchase date. Any items returned without a Return Authorization (RA) number will be refused.
- b. Product Returns Procedure:
 - Please have your account number, order or invoice number, and information about the item(s) you are returning available when contacting Returns.

- All returns or exchanges must be pre-approved, and assigned a RA number. A return authorization form can be emailed to you to complete and emailed back to us. Once we receive your completed form, and approve the return, an RA number is assigned. This RA number expires after 10 days, returned merchandise needs to be returned promptly. If the return request is denied, you will be notified.
- Repackaging Product for Return: Once an RA number has been generated and communicated to you, the product should be packaged for return shipment. All products must be shipped in a protective outer box with suitable inner packaging to prevent the product from being damaged in transit, regardless of return reason.

Product not returned in the above manner may be returned at the customer's expense without a credit being issued.

- Please ensure the RA number is written down on the outer shipping carton. In the case of multiple cartons, write the RA number on each label and indicate the number of cartons (for example 1 of 3, 2 of 3, and 3 of 3) DO NOT write the RA number directly on the packaging of the item(s) you are returning. Defacing of the packaging will cause an automatic cancellation of the RA and no credit will be issued. The product must be in resalable condition to receive a credit for any non quality related return.
- All machine returns must be shipped to the location shown on the RA form and must be shipped freight prepaid by dealer. Please see your Return Authorization form for the correct ship-to address.
- An RA number does not guarantee a credit. It gives you authorization to return item(s) to us for inspection. Credits will be issued after product has been inspection and determined a credit is due.
- Any package sent to us for any reason without an authorization number on the outside of the box will be refused. Any unauthorized return, if accepted, will be subject to a 20% restocking charge, unless the value of the returned merchandise is less than \$50, in which case a flat \$10 processing fee will be charged. The return must be in the original sealed carton. No returns for opened boxes.

- b. Order Entry and Shipping Errors: More than 99% of our orders are shipped accurately, and we apologize if we made an error with your shipment. We will correct any order entry and shipping errors as long as you contact us within 30 days of the original invoice date.
- c. Customer Ordering Errors: We will gladly take back and issue a credit for product ordered in error provided the product and packaging are returned in resalable condition. Special order product or unusual quantities may not be eligible for a return. Product must be shipped back within 30 days of invoice data and freight prepaid at the dealer's expense. Returned products are subject to a 20% restocking charge. Returns less than \$50 in value are subject to a flat \$10 processing fee.
- d. Defective Merchandise:
 - NXT-Premium & Expression Branded Compatibles – We stand behind our brand of compatibles with a lifetime satisfaction guarantee. If you are not happy with the quality of your Premium branded product please contact the Returns team for a refund of the purchase price or a replacement of the same product. Product should be returned in a condition that will allow proper quality testing. Returns will not be accepted on fully used cartridges or product that can't be post tested.

- OEM Consumables - We encourage you to have your customer contact the manufacturer for exchanges of defective items. However, we are pleased to assist you with the exchange on all eligible goods as long as you contact us within 30 days of original invoice. The following manufacturers must be contacted directly for credit/replacement of defective product:

HP 800-474-6836 Brother 800-284-4329 Okidata 800-654-3282 Ricoh 800-882-4858	Sanyo 800-421-5013 Sharp 800-237-4277 Xerox 800-275-9376
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- Defective Machines - The following Office Machine manufacturers must be contacted directly for service, replacement or repair of defective machines:

Brother 800-284-4329 Panasonic 800-545-2672 Sony 800-822-7669 Martin Yale 800-225-5644 Okidata 800-654-3282 Hewlett Parkard 800-474-6836 Lexmark: Ink jet 800-332-4120 Laser printer 800-539-6275	3D Systems 800-793-3669 MBM 800-223-2508 Sam4 Cash Registers 800-333-4949 Sharp Cash Registers 1-800-BE-SHARP Casio TE series Cash Registers 800-435-7732 Casio Cash Register Refurbs Techko Maid 888-883-2466 Postmark 800-521-4600 x2012
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- Defective Machines - The following Office Machine brands cannot be exchanged and must be repaired or serviced by the dealer of purchase. Please contact Arlington or Carolina Wholesale for support.

Copystar Kyocera Samsung Okidata	Duplo Sindoh Ricoh MBM
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- Defective Machines – All other brand of Office Machine not listed above can be exchanged by Arlington and Carolina Wholesale within 30 days of invoice. Then manufactures warranty is in effect.
- e. Transit Damaged Goods: All items are shipped F.O.B. Arlington Industries distribution center. Title to the goods and risk of loss and damage passes to the customer at the F.O.B. point. Claims for shortages or damages while in transit are to be settled between consignee and carrier. Please note any damage or shortages on your Bill of Lading. We are unable to assist if a note was not made.
- f. Refused Deliveries: Refused deliveries are subject to a 20% restocking fee, plus recovery of all freight charges.

Addendum A: Coast to Coast (C2C) Terms & Conditions

- (1) All standard Arlington T&Cs unless expressly covered herein.
- (2) Printer Service Reimbursement Policy for Defective Diamond Series Toners
 - (a) Arlington will cover any reasonable and customary charges for the repair of the printer should one of our cartridges cause damage. If a defective toner cartridge causes damage to a printer, we will provide a technician or pre-authorize reimbursement if C2C wishes to provide service themselves. If C2C requests that a printer be serviced due to a defective toner cartridge, the following steps should be taken to ensure a timely resolution and minimize printer down time:
 - Ⓞ Return defective cartridges to Arlington to receive credit; do not discard
 - Ⓞ Verify that all defective toner cartridges have been replaced and that the problem persists with new cartridges.
 - (b) For Reimbursement requests
 - Ⓞ If C2C requests to perform a service call themselves or coordinate sending out a tech of their choosing, we will offer reimbursement of the charges as a credit to C2C's account. We will not directly pay invoices to dealers or other companies. We will require a copy of the invoice from the service provider stating that the cause for repair was due to a defective cartridge sent by Arlington.
- (3) Restocking Fee: C2C is not liable for any restocking fees.
- (4) Returns:
 - (a) Non-Defective: C2C will have six (6) months on OEM and two (2) years on compatible Diamond series products with the exception of Xerox OEM, which must be returned within 30 days of invoice date.
 - (b) Defective: C2C will have six (6) months on OEM and two (2) years on Compatible/ Diamond Series products with the exception of Xerox OEM. Xerox OEM defectives must be requested within 30 days of invoice date.
 - (c) Returns not meeting conditions specified on the return order are often not eligible for return and may be returned back to the customer at their own expense. C2C will have seven (7) days to respond before product is disposed of. If Product is Compatible/ Diamond series and box has been written on or otherwise marked credit will be issued. After Arlington receives instruction for return of non- Arlington/ incorrect/ not resalable product, C2C will have seven (7) days to communicate action desired with the product. Arlington will have seven (7) business days to fulfill request. If within seven (7) business days the product being returned to C2C is not initiated, a credit for the item will be issued
 - (d) After return is approved and RA# is issued, all returns must arrive at our warehouse within 60 days or the RA# will be voided. After 60 days, credit may not be issued.

- (e) RMA Right of Refusal by Arlington Exception: If the label is addressed to C2C the package will not be refused regardless of if there is an RMA number. C2C will have seven (7) days to respond before product is disposed of.
 - (f) Returns Allowance: Arlington will appropriate a \$3,000 Returns allowance per year (subject to yearly review based on relationship.) C2C at their discretion may opt to use these funds for returns that would otherwise not be credited. When funds are depleted, credits will not be available for additional exception return requests. If total returns allowance is not used, remaining balance will not be available for alternative use or company credit. Arlington will provide returns allowance balance to use against when requesting usage and also at the beginning of each month.
- (5) Shipping errors (lost in transit or non-receipt claim by addressed recipient) must be reported to returns@arli.com within five (5) days of receipt of product. If Arlington can not verify the shortage within 72 hours we will post a credit and continue our research. If we confirm and verify that the shortage did not take place, we will notify the C2C Returns department and confirm the billing back for the credit that had been issued.
- (6) Arlington reserves the right to change the T&Cs and the C2C Amendment at our discretion.