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VER: FH 062021

## TERMS & CONDITIONS – Dealers

### **DEALER PAYMENT TERMS:**

All net terms are subject to approval based on dealer credit rating and history. Fusion also offers a 2% net 10 discount from the date of the invoice if paid within 10 days. Discounts will be calculated on the amount of the invoice before any additional charge of transportation. If the invoice is not paid in full when due, a 2% per day late charge will be imposed. All refunded checks are subject to a \$30.00 fee. The purchaser/customer also agrees to pay all the costs of collection, including but not limited to the attorney's & court fees/costs.



#### Alternative Payment Options



### **CREDIT APPROVAL**

All orders are subject to credit approval by the Credit Department of Fusion, prior to acceptance of the order. All past due accounts are subject to credit hold. Purchase order may be refused, delivery may be withheld, or shipment stopped in transit on accepted orders without any liability on the part of Fusion.

Credit approval may take up to 7-10 business days depending on the references provided. C.O.D or credit card payment can be accepted immediately for rush orders. All prices and conditions of sales are subject to change without notice.

### **Domestic Dealer:**

- VISA, MasterCard, American Express (a 3% merchant fee applies to each order when using American Express)
- Wire Transfers (a \$12 processing fee is applied to each order when using the domestic wire transfer option)
- PayPal (a 2.9% transaction fee on the total sale amount including the shipping charge)

### **International Dealer:**

- All payments for international dealers are to be prepaid prior to ship.
- VISA, MasterCard, American Express (a 3% merchant fee applies to each order when using American Express)
- PayPal (a 2.9% transaction fee on the total sale amount including the shipping charge)

- PayPal (a 3.9% transaction fee on the total sale amount plus a fixed fee based on currency received)
- Wire Transfers (a \$35 processing fee is applied to each order)



## **SHIPPING:**

All prices listed herein supersede all prior prices for like merchandise and, further, are subject to change without notice. All orders are subject to price in effect when purchase order is placed.

All shipments are F.O.B. Chino, California. Exceptions are allowed if it's agreed otherwise for international, private label or OEM customers. Freight charge will apply accordingly; duty, handling, shipping, and other associated fees; if applicable.

We strive to ship out all order as soon as possible; however, normal stocked items usually ship out within 2-3 days of receiving order provided that we have the products in stock.

For products that we have to manufacture, normal production time may be 2-12 weeks depending on the production schedule. All orders that require production can be rushed with a rush fee applied per item or order.

Please inform us of your preferred shipping method when setting up your account or indicate on your purchase order. You can also provide your shipping account such as UPS or FedEx.



## **PRICING:**

Price on quotes will be protected until the term indicated on the quotation. Purchase order with incorrect pricing will be changed to current prices with approval from customer, unless special pricing is noted with quote number or emails relating to purchase order. All prices and conditions of sale are subject to change without notice. All orders will be invoiced at our price at the time of shipment.

## MAP PRICING & GUIDELINES

MAP pricing (Minimum Advertised Pricing) is the minimum price that can be advertised by authorized Fusion dealers/distributors. Any Distributor or dealer found not following MAP guideline will be subject to review by Fusion, and potentially could have their distribution privilege revoked by Fusion.

## MINIMUM ORDER QUANTITIES

**Distributor minimum** is \$ 5,000 for opening the account, subsequent order is \$ 1000.00 minimum.

**Dealer minimum** is \$ 500.00 and the pricing is standard dealer pricing column. Subsequent order is \$ 100.00 or if falls below \$100.00 there's a \$5.00 fee.

## DROP SHIP POLICY:

We provide drop ship service to qualified distributor with a \$ 6.00 service fee if order is less than \$100.00 per customer or location.

## WARRANTY

All goods sold by Fusion are thoroughly manufactured, tested, inspected, checked, and packaged by experienced staff and are free from defect as possible prior to leaving the factory. However; any goods sold by Fusion, under the terms and conditions contained herein that may prove defective by reason of material workmanship within 30 days after shipment will be replaced. Fusion will have the option to repair or replace any item(s) which deems to be defective.

We will provide a warranty of minimum of 1 year from the date of purchase for normal wear and tear on regular products (not including OEM or custom products). Please ask your sales representative for details on different category limitations. Fusion reserves the right to inspect the products before deciding on the status of the warranty claim.



## DELIVERY, DAMAGE, & RETURNS

The buyer is urged to check each incoming shipment (i.e., physical damage or shortages) carefully before acknowledging receipt from the carrier. If goods are visibly damaged, the buyer should insist that the carrier note written confirmation of the damaged on the freight bill. If the concealed damage is noticed after unpacking, the buyer should immediately notify the carrier involved to obtain the verification of the damage from the carrier and inform Fusion as well within 3 business days.

- All returns require a return authorization number (RMA#) and please put the RMA paper work inside the box when returning to ensure correct processing. We apologize that Returns without a RMA will be refused.
- Fusion does not accept freight collect shipments for returned merchandise.
- Merchandise must be returned within 30 days of the invoice date. Items that are special order/custom made/non-stocking/ discontinue items are not returnable.

- All authorized returns are subject to 25% restocking fee.

Customized products may not be returned. Merchandise may not be returned to Fusion for credit unless the buyer obtains prior written approval and fills out an RMA form. Purchaser also agrees to pay all cost of collection, including but not limited to reasonable attorney's fees.

Claims for shortage on orders will not be considered unless presented to Fusion within 3 days after receipt of goods by the buyer. No "credit memo" will be issued or payment deduction allowed for after signing complete on the delivery receipt.

## Customer Returns



### **RETURN POLICY:**

If you are not satisfied with your purchase, simply call us for an RMA and return the item(s) you do not wish to keep in new resalable condition within 7 days for exchange or credit. All returns and exchanges are subject to the policy below.

### **RETURN MERCHANDISE FOR REFUND:**

- All returns are subject to review before providing credit to dealers or customers.
- Customer is responsible to inspect the product upon receipt, any issues must notify to Fusion immediately.
- NO RETURNS ARE ACCEPTED beyond 7 days from the receipt date
- All returned items for exchange or refund must be in original packaging unused and resalable condition
- Restocking fee will be 25% for all returned items
- Cancellation fee of 25-75% will apply if you wish to cancel your purchase order after we've begin procurement of raw materials and trims and or production.
- Purchaser is responsible for shipping/insurance to our warehouse. We are not responsible for returned items that are damaged or lost during transport or shipping.
- Your refund will be in the form of your original payment or credit, not including shipping costs, of future orders.
- Any freight damage should be reported with pictures within 3 days of receipt of UPS, FedEx, DHL, and/or customer specified trucking company
- Original packaging must be kept at all times until the claim is approved/closed
- Customer will receive less than the full credit on any items returned to sender if the item is neither refused or undeliverable.
- Shipping cost will be the responsibility of the purchasing party.
- Custom or special requested, private labeling, and annual orders cannot be cancelled and are not refundable



## Packaging instruction when returning merchandise:

- Use a new and properly sized box that allows protection of returned product.
- All returning product must be properly protective package material to avoid scratch or damage during transit.
- Include a copy of your RMA inside the package
- Returned items without a copy of the RMA will not be services or processed
- Receiving department will refuse any packages without a RMA # visible on the outside of the box

### ADDRESSING THE PACKAGE

Fusion Climb  
 RMA# XXX (the number is on your Return Authorization Form)  
 4195 Chino Hills Parkway #630  
 Chino Hills, CA 91709



### ACCEPTANCE, CHANGES & CANCELLATION OF ORDERS

Fusion reserves the right to make reasonable changes of any kind in its product and its packaging without notice. Fusion will not accept the responsibility of calling the customer prior or after any shipment. Purchase orders with incorrect pricing will be changed to current price with approval from customer, unless special pricing is noted with quote number on purchase order. All orders must have purchase order for processing. All orders are irrevocable. A purchase order from the buyer is a contract to purchase, and therefore, it must be paid once the product has been delivered under the laws and jurisdiction of the State of California.

None of Fusion's "Conditions of Sale" may be added to, modified, superseded, or otherwise altered, except by written request signed by an authorized representative of Fusion. The need for continuing improvement of product and other factors require the making of changes from time to time in product design, material specification and roughing-in dimensions are part of the Fusion ISO continual improvement process.

Fusion will only accept cancellation of orders via written. Written cancellations are accepted with a minimum of 25% cancellation fee, additional fees will apply depending on situation. OEM, customized, private label, annual orders cannot be cancelled and are not refundable.

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!!!

