



FUSION

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TERMS & CONDITIONS

PAYMENT TERMS

Fusion offers a few different terms. The most popular is net 30, which is payment expected within 30 days from the received good's date; but net terms are subject to approval based on the trade references provided. Fusion also have 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 \$25.00 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 customers:

- 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 customers:

- 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. If you'd like to ship and add, we will use the best cheapest method to ship and add to the invoice.

**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.

MINIMUM ORDER QUANTITIES

There is a minimum opening order of \$500 for all new distributors. All other subsequent orders are to be \$100 minimum order or \$5 per handling fee will apply on top of shipping cost. There is a minimum order quantity for non-stocking items, please ask your rep for details.

DROP SHIP POLICY:

We can drop ship to your customers but there will be a \$5 fee if order is less than \$100.

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 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
- Customer is responsible to inspect the product upon receipt
- NO RETURNS ARE ACCEPTED beyond 7 days from the receipt date
- All returned items for exchange or refund must be in the unused and resalable condition
- Restocking fee if 25% for all returned items
- There is a 25-75% cancellation fee if you wish to cancel your purchase after we begin the production
- Purchaser is responsible for shipping/insurance to our warehouse. We are not responsible for returned items that are damaged or lost during 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 nor undeliverable.
- Shipping cost will be the responsibility of the purchasing party
- OEM, customization, private labeling, annual orders cannot be cancelled and are not refundable

1 Print out your RMA# Print RMA number.	2 Prepare Package & attach label Pack your item(s) and write down the addresses on the package	3 Ship Your Items Seal it and ship it.	 Tips on how to go green! Reuse your DHL/FedEx package by flipping it inside-out to ship your returns/exchanges.
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PACKAGING THE ITEMS WHEN RETURNING MERCHANDIZE

- Use a box that will allow proper protection and original packaging bags, or boxes must be in the box returning to ensure products are not scratched 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 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 require actual purchase order from buyer, prior to processing the order. 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 accept cancellation of orders on either verbal or written purchase orders in writing only. Written cancellations are accepted with a 25% cancellation fee. OEM, customization, private labeling, annual orders cannot be cancelled and are not refundable.

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!!!

