

## RAM Mount Partner Order and Returns Policy

**REVISED 1/1/202**4

**Purchase Order Documentation:** Purchase orders ("PO") must be submitted either by email or by fax. Please note we will not take orders over the phone. POs should include at minimum: (i) NPI Part numbers, (ii) quantity, (iii) ship to address, (iv) bill to address, and (v) preferred shipping method. Please assure your PO has a unique PO number that we can use to reference your order. PLEASE NOTE THAT ANY PROVISION IN ANY PO THAT IS DIFFERENT FROM, OR IN ADDITION TO, TERMS OF THE AUTHORIZED PARTNER AGREEMENT OR THE NPI POLICIES, SHALL NOT BE BINDING UPON NPI UNLESS SPECIFICALLY AGREED TO IN WRITING BY NPI.

**Acceptance:** POs placed with NPI are subject to acceptance by NPI, and NPI may decline any order, in whole or in part, for any reason. NPI may cancel any accepted order prior to shipment. NPI may make partial shipments of orders. NPI will not be liable for any failure to ship complete orders. NPI partners will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. NPI will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to you.

**Prices and Invoicing:** Prices are subject to change. New pricelists are generated quarterly. Notification of new pricing will be sent to the e-mail of your company's primary contact. All quotes are valid for 30 days. **You will be invoiced upon shipment of Products and, provided you qualified for credit from NPI, such invoice will be due no later than thirty (30) days from the date of invoice. NPI reserves the right to change the pricelists and your credit terms at any time.** 

**Packaged or Unpackaged Parts:** NPI offers two types of packaging for most parts. Packaged parts will be packed in a "Retail Box" or "Polybag with Retail Header Card" suitable for retail shelving or pegs. Unpackaged parts will simply be packed in a "plastic bag" with a RAM Mount logo. The RAM part number will be "Unpackaged" with the inclusion of the "U" at the end of the part number. For example, RAM-B-101U will be packaged in a plastic bag, while RAM-B-101 will be packaged in retail packaging.

**Drop Ship Fees:** A drop ship fee applies when you ask us to ship directly to your customer. Please see the Drop Ship Policy document for further details.

**Quantity Discounts:** Quantity discounts are available and will apply per line item per purchase order. Please see your current price list for details.

**Return Policy:** All returns of RAM Mount products are subject to a 15% restocking fee. This is because NPI does not stock any finished parts, and builds your order specifically for you. NPI has a 1 year return policy for partner orders from the date the parts were ordered. Returns will only be accepted for parts that are in new condition and must include all components and hardware. Used or altered parts cannot be returned. You must obtain a Return Material Authorization number by either calling 206-763-8361 or by emailing rma@rammount.com.

**Minimum Order Requirements:** Each PO must meet minimum order amount as specified on the current price list. If an order is submitted below the minimum order amount, the order will be rejected unless the minimum fee is agreed to in writing at the time the purchase order is submitted to NPI.

**Freight:** All freight is FOB Seattle, WA 98108. Shipping instructions must be clearly stated on your PO. Orders submitted without specific shipping instructions will be shipped by UPS ground and shipping charges will be added to your invoice. If your order is better handled by LTL, we will contact you for further instruction.

**MAP (Minimum Advertised Pricing):** RAM strictly enforces our minimum advertised pricing policy to protect our Authorized Partner network. Failure to adhere to this policy could result in revocation of Authorized Partner status. Please refer to our MAP Policy document for further details.

## **Placing Orders:**

**Standard Production Lead Time:** The standard lead time varies throughout the year, but generally is about 6 weeks for all other RAM products. Longer lead times may be needed for larger orders. Always check with a RAM Mount sales or customer service representative to confirm current lead time for orders. The estimated ship date shown on your order confirmation has a buffer of +/- 5 business days of the listed date. We will do our best to ship on or before the estimated ship date unless otherwise noted or agreed to in writing.

**Order Confirmations:** Upon order placement, a confirmation will be automatically sent to the email address on file with NPI. Please be sure we have the correct email address for these confirmations to be sent. Once the order confirmation is received, please be sure to check for accuracy of the order, including prices, quantities, ship to address, estimated ship date, etc.

Cancellation of Orders: Upon written notice to NPI, an order for standard parts may be cancelled up until 2 weeks prior to the estimated ship date with no cancellation fee, unless parts have been assembled. Within 2 week of the estimated ship date, an order for standard parts that is requested to be cancelled may be subject to a 15% restock fee. Any order for custom parts may be cancelled within 1 week of placing the order with no cancellation fee. Any cancellation of custom parts or large orders after 1 week of being in NPI's possession, will be non-returnable and invoiced for the full amount of the purchase order.

**Verification of Shipment:** Once an order has been scheduled for shipment an automatic email will be sent to the email address on file, noting the ship date, packing list and tracking number if shipping by UPS.

## **Blanket Orders**

**Duration of Blanket Order:** NPI accepts blanket orders with scheduled releases up to 6 months out from the purchase order receipt date, regardless of lead time. For example, if NPI were operating with a 9-week lead time, an order placed 12/01/21 for 6,000 qty RAM-B-101U would reflect the following schedule:

Blanket Order Submitted 12/01/21

1st Release: 2,000 Ship by 02/02/22 ← 9 weeks from submission date

2nd Release: 2,000 Ship by  $02/16/22 \leftarrow + 2$  weeks 3rd Release: 2,000 Ship by  $03/02/22 \leftarrow + 2$  weeks

All releases on the blanket purchase order must be scheduled to ship within 6 months of the original order date. Each release must be no less than 2 weeks apart.

**Blanket Order Pricing:** By placing a blanket order with NPI, you will be offered the net price per your discount table as defined on your price list only if the deliveries are accepted within the 6-month time frame.

**Rescheduling Releases:** Rescheduling of any releases can be made only if NPI is given at least a 2-week lead time prior to shipping. Failure to provide such lead time will cause the order to ship as originally planned. As an example using the schedule above, if you contact NPI the day prior to the 2nd release date to reschedule, we will not be able to delay this shipment and you will still be responsible for the delivery and invoicing. Contact NPI at least 2 weeks prior to delay a shipment. You may not reschedule any releases beyond the 3-month time frame as defined in the "Duration of Blanket Order" section above.

Canceling Releases and/or Reducing Overall Order Size: If any portion of the order is cancelled it will be repriced per the remaining quantity. For example, if your original blanket order qualified for a 10% discount based on the quantity ordered and you cancelled releases, dropping the order quantity to where the remaining order quantity would only qualify for a 5% discount, then you will be billed for the difference for all releases that had been billed to date.

**Adding Releases to an Existing Blanket Order:** NPI will not accept additions to an existing blanket order. You will need to submit a new purchase order which will be priced based on your current price list.

**Policy Updates and Inquiries:** This Policy supersedes any similar policies that were in effect prior to its effective date. This Policy may be modified, extended, suspended, discontinued, or rescinded, in whole or in part, by posting on the NPI website or written notice from NPI at any time. The effective date of the updated Policy will be as stated on the updated policy, or if no date is stated, immediately upon posting or your receipt of the notice.

All inquiries regarding this Policy should be directed in writing to NPI at sales@rammount.com. This Policy may only be modified in writing by NPI. No NPI employee or representative has the authority to modify the terms and conditions of this Policy. NPI reserves the right to choose the accounts with which it will do business and the right to accept or reject purchase order from any account at any time.