

# DEALER ORDER FORM

118 Ava Drive Hewitt, Texas 76643 T 254 420.1010 F 254 420.1301



## BILLING INFORMATION

Store Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_

## SHIPPING INFORMATION

Store Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-Mail Address \_\_\_\_\_

| ORDER DATE | CUSTOMER #  | BUYERS NAME | PURCHASE ORDER # | ORDER TYPE                          |          |
|------------|-------------|-------------|------------------|-------------------------------------|----------|
|            |             |             |                  | <input type="checkbox"/> Pre-season |          |
|            |             |             |                  | <input type="checkbox"/> In-season  |          |
| SHIP DATE  | CANCEL DATE | TERMS       | SALES REP #      | ORDER CONTROL #                     | SHIP VIA |
|            |             |             |                  |                                     |          |

## SPECIAL INSTRUCTIONS

| STYLE # | COLOR | PRODUCT NAME | SIZE | QTY | PRICE  | AMOUNT   |
|---------|-------|--------------|------|-----|--------|----------|
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|         |       |              |      |     |        |          |
|         |       |              |      |     | PIECES | TOTAL \$ |

Buyer Agrees to the following conditions:  
A signature on this order constitutes acceptance of the Terms and Conditions of Mental / Do Rags, Inc.

Buyer Sig- \_\_\_\_\_ Sales Rep Sig- \_\_\_\_\_

# Terms and Conditions

## Introduction

All orders for Do Rag's, Inc. products are subject to these terms of sale, with no modifications or additions unless specifically agreed to in writing by an authorized employee of Do Rags, Inc. The failure of Do Rags, Inc. to object to revisions or provisions in conflict with these terms and conditions contained in any subsequent order or communication from purchaser shall not be construed as a waiver or acceptance of any such provision. Placement of an order to Do Rags, Inc. constitutes an acceptance of the following Terms and Conditions.

## Terms of Payment

- 1) Standard Dealer credit approved items are Net 30 unless otherwise stated on the face of the invoice.
- 2) All other orders shipped on a Credit Card, Cash On Delivery (COD) or Cash In Advance (CIA) basis, as arranged.
- 3) A service charge of 1.5% per month (18% A.P.R.) where allowed by law will be applied to all past due invoices.
- 4) All payments must be made in US Currency.
- 5) Prices are subject to change without notice.
- 6) Checks returned as Non-Sufficient Funds (NSF) constitutes loss of discount for that invoice, all bank charges associated with NSF checks will be charged Dealer.
- 7) Purchaser will be held liable for any and all collection costs, attorney's fees and costs of suit relating to purchaser's breach of this agreement.
- 8) Any alterations and/or cancellation of orders must be accepted and confirmed by Do Rags, Inc.

## Delivery

- 1) Except as otherwise agreed in writing, all goods are sold F.O.B. Do Rags, Inc. distribution center. Risk of loss and title to all goods shall pass to Buyer upon delivery to Buyer's carrier at Do Rags, Inc. distribution center.
- 2) Delivery to carrier constitutes delivery to purchaser.
- 3) Claims for missing merchandise must be filed with Do Rags, Inc. within 5 days after receipt of shipment. It is the Dealer's/Distributor's responsibility to seek compensation from the carrier for damaged or missing freight.
- 4) Do Rags, Inc. shall not be responsible for any claims or damages resulting from any delay in delivery or failure to perform which results from government regulations, strike, lockouts, accident fire, delays in manufacture or transportation, acts of God, or any other causes beyond our control. Should production be curtailed during the execution of any Contract by any cause, Do Rags, Inc. reserves the right to fill this order in proportion to production.
- 5) Do Rags, Inc. shall not be liable for any delay or failure to deliver in whole or part. Do Rags, Inc. may make partial shipments of any order and cancel the order as to the balance. If a final shipping date has been specified in the order, Buyer shall except all goods received by it within twenty (20) days after such date. All requested shipping dates are approximate.
- 6) All orders received by Do Rags, Inc are automatically given a 45 day completion date unless specified otherwise.
- 7) All orders received by Do Rags, Inc. are subject to acceptance.

## Returns

- 1) Do Rags, Inc.'s policy is to accept only returns when there has been an error on our part as evidenced by the original packing list and confirmed by the returned products For Example:
  - A) Duplicate
  - B) Short/Mis-Shipments
  - C) Defective or damaged products
- 2) Any other returns must be approved by Do Rags, Inc.'s Sales Manager and will be charged a 15% restocking fee. Merchandise may not be returned without obtaining a Return Authorization Number (RA#) from Do Rags, Inc. The RA# may be obtained by calling our toll free number. Dealers are limited to returning product two times during each season. Dealers exceeding this limit will be asked to hold the product until the following season.
- 3) All return requests must be accompanied by the invoice number on which the goods were shipped.
- 4) All returns will be credited back to dealer including the original discount terms.
- 5) Do Rags, Inc. has the right to refuse any returned goods that are damaged through improper packing or improper display methods at dealer location.
- 6) If a C.O.D. shipment from Do Rags, Inc. must be refused, dealer must notify Do Rags Customer Service.
- 7) Discounted, discontinued and seconds product sales are FINAL SALE ONLY. NO RETURNS.