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## Qualitex Sales Policy & General Information

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January 21, 2008, This Policy supersedes all previous statements and policies.

**All prices and specifications subject to change without notice.**

**Ordering Information:** Please make certain you are ordering the correct seats you require. You must confirm the sales order we fax you, by signing it and returning it to us via fax within 2 hours. Due to costly man hours of shipping, handling and restocking, there will be a **20% restocking charge on all authorized returned orders.**

**Pricing, Terms, Conditions:** Qualitex reserves the right to change all prices, payment terms, specifications, and other information without notice. **It is our Policy to pass along price increases as we receive them.** You must call to confirm the current price prior to ordering your seats. All sales from Qualitex are Net, no further discount is allowed. We sell to authorized Qualitex Dealers and Distributors. Possession of a Catalog or Price List does not constitute an offer to sell wholesale. Some fabrics are subject to availability and surcharges. We do not sell **Hardware Only** without the purchase of our seating.

**Payments:** All sales are shipped Business to Business MasterCard, Visa, AmEx Card or C.O.D. to facilitate a shorter lead time. A Company Check will be accepted, only if an approved credit application is on file. Open Accounts are available to customers, subject to **Notarized Personal Guarantee** and credit references approval. All Open Accounts are strictly Net 30 Days. Past due accounts are subject to loss and reclassification of credit status. Returned checks will be accessed a \$35.00 fee and the account will be placed on a Credit Card, Cash, C.O.D. or Cashiers Check.

**Back Orders:** Qualitex rarely backorders any goods. We custom manufacture each seat to order and stock all popular hardware. Occasionally, we will fax you with a delayed shipment date should we not have all items.

**Freight:** All shipments are F.O.B. Qualitex, Kaufman, TX. and will be shipped freight collect plus all sur-charges. Truck shipments are sent via our common carrier with the best rates and all charges are added to each invoice. All hardware is shipped separately via UPS, so that it will be received separately. We recommend that you inquire for current freight rate information on LTL shipments, when placing each order.

**Damages/Shipping Claims:** **Make certain you inspect all packages in the presence of the driver/carrier.** IF you receive a package that has been damaged or opened, make a claim with the driver/carrier at that time. All claims of loss, concealed damage, damage or other destruction must be made by you with the carrier. Save all boxes and packing material as the carrier will want to inspect it. **All damage claims are your responsibility, not Qualitex.** Any shortages not the fault of the carrier must be reported **within 2 days of receiving the initial order.** No exceptions allowed. We advise you to write on each B/L all received damages in the presence of the delivery driver.

**Telephone Ordering:** Qualitex Personnel are available from 9:00 AM to 4:00 PM CST, Monday through Friday and can be reached at (972) 932-3342. Our Watts number for orders is (800) 233-1306 and our fax number is (972) 962-5884. We are sorry but we do not accept collect long distance charges / calls.

**Special Orders:** We welcome custom orders. Since colors do vary within fabric lots, we urge you to place your orders complete to insure a color match. Please call for specific information on special orders, etc.

**Returned Goods:** To return Qualitex materials, you must first obtain an **MRA** (Material Return Authorization) before shipment. All returns must be shipped freight **Prepaid.** Qualitex will not accept shipments with freight due. All defective goods will be promptly inspected and credits issued based on Qualitex's warranty policy. We regret that Qualitex cannot accept returns when custom built to a special color or style.

**Cancelled Orders:** Orders must be cancelled within 24 hours of initiation or a 20% restocking fee will be charged. To cancel an order, we ask that you obtain a **OCN** (Order Cancellation Number).

**Liability:** The seller, Qualitex Seating, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty or merchant ability of fitness for a particular purpose, and Qualitex Seating neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of its merchandise. Qualitex Seating will be responsible only for 'Products sold by us'. Sellers obligation shall be to replace such quantity of the product proved to be, defective by Qualitex Seating. Seller or dealer shall be responsible and liable for any and all installations performed by seller or dealer, and such assumes all risk and liability, whatsoever in connection thereof.

**Guarantee / Warranty:** All items returned for warranty must be pre-authorized with a MRA number. Please refer to section - Returned Goods. Qualitex Seating warrants its aftermarket seating for a period of 24 months, limited guarantee and to be free of defects in materials and workmanship. Warranty period begins on the date of shipment to the dealer or resaler. Warranty is void in the event of misuse, neglect, improper installation or abuse. Absolutely, no special order custom seats are refundable. We reserve the right to inspect all returned goods prior to determining a credit refund. Our written expressed Warranty is for repair or replacement of such defect, and is at the discretion of Qualitex Seating.

**Product Changes:** Qualitex Seating reserves the right to make changes and improvements in our products, without incurring any liability for any products previously manufactured or sold.

**Sales Tax:** All orders are subject to State Sales Tax, if sold in the State of Texas and is the responsibility of the dealer or resaler and such resaler must have a Limited Sales Tax Certificate on file with Qualitex Seating, in order for Qualitex Seating not to charge Texas sales tax. Please include an exemption form or copy of Sales Tax Certificate with your order. No exceptions in the State of Texas.

**Notice of Installation:** **Each installer is solely responsible for determining the suitability for use of our products in each and every application and must abide by all Federal and State Motor Vehicle Safety Standards.**

**Final Notice:** No reproduction or copies of any part or all of our sales brochures, catalog sheets, website pages or links to our website may be made without prior written permission from Qualitex Seating. All rights are reserved and any infringement thereof will result in legal action. **Sam Orsak, President**