



## POUNDEX ASSOCIATES CORP.

21490 Baker Parkway, City of Industry, CA 91789

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### PURCHASE AGREEMENT

#### NEW ACCOUNT

Proof of resale status is required to be verified prior to opening an account at Poundex. In the case of multiple store locations, each location will be assigned to an individual account. Please refer to Poundex's Account Activation Requirement for more details.

#### PAYMENT:

Poundex accepts cash, cashier's check, wire transfer and credit card (Visa / Mastercard; no Discovery card) as valid payment methods. All transactions are cash and carry or pre-paid based. Any non-self pickup order needs to be pre-paid, C.O.D with bonded freight carrier. Company checks will be accepted after first 4 orders after an account is opened; each company check must have valid company name and address info matching with the resale certificate. No temporary or personal check will be accepted. A \$20 fee will be applied for each NSF check. Paying with NSF check will put the customer account responsible 60n "cash account" status for the next 6 months. Poundex reserves the right to employ collection agency to retrieve balances on its past due accounts. It is the debtor's sole responsibility to handle all fees incurred by the collection process.

#### SELF PICKUP CUSTOMERS

No minimum order amount is required for self-pickup customers. Warehouse pickups and dock loadings are reserved for current Poundex customers only. Visiting guests (Non-Poundex customers) are strictly forbidden to enter the warehouse area or pick up any part or product. At the time of order pickup, customers need to sign the 'warehouse copy' of all invoices. It is customer's responsibility to load all merchandise onto outbound transportation in secured positions. Poundex is not liable for any freight damages once the merchandise leaves its warehouse. Any merchandise left behind is not eligible for invoice adjustment or credit request.

#### SHIPPING CUSTOMERS:

Poundex collects \$20 fee for each drop ship order. Shipping customers are responsible for all freight charges. Poundex will not assume any responsibility if merchandise is damaged in transit. Any merchandise left behind is not eligible for invoice adjustment or credit request.

#### RESTOCKING FEE:

\$25.00 restocking fee will be charged for all returned orders.

If returning more than nine cartons on the same day, a \$50.00 fee will apply instead.

#### RETURNS / EXCHANGES:

All item exchanges or returns for manufacture defects must be made within 180 days from the original invoice date. Any returned merchandise will be examined before a credit or replacement can be issued. Poundex reserves the right to issue a part replacement for minor defect. All returns are reimbursed via store credit only. Returning a fully assembled item, or an item without original box/packaging in good conditions, will limit the credit amount to 50% of its purchase price. Please examine each piece before assembly. No returns will be accepted for items that are sold 'AS IS', including showroom models, discontinued sets, and special pallet items.

#### PRODUCT / CATALOG:

Poundex furniture is intended for residential use only. Warranty will be voided upon discovery that any item has been modified or sold for commercial usage. Due to varying print and user monitor display settings, Poundex's catalog / website photography for each item is only meant to be a representation of style and does not guarantee to fully resemble actual merchandise. Poundex reserves the right to implement modification and price change to its products at any given time without disclosure. All Poundex pictures are copyrighted. Any copyrighting, including but not limited to, scanning, photographing, and downloading are enforceable by federal law. If Poundex chooses to engage legal action for any copyright infringement, the violator is responsible for all liabilities, expenses, and legal fees. The usage of Poundex name, address, phone number, and web address during any retail transaction is prohibited.

#### SHOWROOM RULES:

Poundex showroom is intended to display merchandise for show case purpose only and is not open to the public. Due to liability concerns, all children under the age of 12 must not enter the showroom and remain in the lobby area with adult supervision. Food and drinks are also not allowed in the showroom. Poundex reserves the right to refuse showroom entrance to any customer due to non-compliance with its rules. Any pet brought on onsite must always be on leash or held by the owner in the lobby area.

#### INACTIVE ACCOUNTS:

For any customer whose account has been inactive for more than 6 months, re-submission of account activation materials will be required.

Company Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_