

## Dealer Satisfaction Policy

**CUSTOM, SPECIALTY RETAILER AND TELECOM/DATA DIVISIONS COMMERCIAL A/V**  
EFFECTIVE FEBRUARY 12, 2018

### NEW ACCOUNT

A completed Application and a copy of your State Resale Tax Exemption Certificate (if applicable) must be on file at Capitol Sales Company, Inc. (CSC) before your new account can be processed.

### PAYMENT TERMS

Choose from several flexible payment options: pay by cash, VISA, MasterCard, American Express or Discover. We also offer "Check by Phone". Open account terms are also available for qualified accounts; call for details.

Flooring and Leasing is available for qualified companies through one of our finance partners so you can easily finance your store inventory or offer your end users creative and efficient leasing of products that can help you grow your business. For more information on flooring and leasing please call for details.

### RETURNED CHECKS

A returned check will not be considered resolved until the amount of the check plus a processing fee is received in our office within five (5) business days upon your notification by CSC. This payment must be in the form of a cashier's check or certified money order. If the returned check is not resolved within five (5) business days, CSC reserves the right to pursue any and all legal action to resolve the situation.

### EASY ORDERING

We will ship parcel ground orders received by 7:00 p.m. (Eastern Time) the same day, limited to stock on hand and approval by our credit department. We will ship all backorders and special orders as product is available. CSC will determine the best way to ship all orders for the lowest overall cost and arrival in the best condition possible.

### FREE SHIPPING OPTIONS

- 1) Place your order online at [www.capitolsales.com](http://www.capitolsales.com) and receive FREE Standard UPS Ground Service to your primary business address.
- 2) Any order with in-stock product of \$750.00 or more and ordered via phone, email or fax will receive FREE Parcel Ground Freight.
- 3) Any order that requires shipment via truck qualifies for FREE or reduced Standard Ground service.
  - \$4,500 or more of in-stock product will ship free
  - \$3,500 or more of in-stock product will receive a \$19.95 freight charge
  - \$2,500 or more of in-stock product will receive a \$49.95 freight charge

Additional truck freight charges could also be added that may include, but are not be limited to: Residential Delivery Surcharges, Lift Gate Delivery Surcharges or Inside Delivery Surcharges, when required by dealer or required by Carriers' regulations based on dealer's ship to address.

Ask your sales representative for more details on this FREE opportunity.

This freight program applies to shipments to the lower 48 states and to your primary business location only.

This freight program does not apply to retailers or fulfillment type dealers.

In order to be able to offer this industry leading logistics program, Capitol will choose the lowest cost carrier that will provide a reasonable delivery time. We use all major package carriers including UPS, FedEx, Spee-Dee and USPS parcel service.

## **PACKAGE SHIPPING**

Backorders will be shipped prepaid if the original order met the freight prepaid minimum. Orders under the freight minimum will be shipped FOB, Eagan, Minnesota. Shipping charges will be prepaid and added to the invoice.

FedEx Express, UPS Next Day Air, 2nd Day Air, and 3rd Day Air are available at an additional cost. CSC is not responsible for any damages or losses incurred from the performance of these carriers. You may pick up your orders at our warehouse from 7:30 a.m. to 5:30 p.m. CST, Monday-Friday, 1245 Trapp Road, Eagan, Minnesota.

## **TRUCK SHIPPING**

Backorders must also be over \$4,500 to be shipped prepaid. Orders under \$4,500 will be shipped FOB, Eagan, Minnesota. Shipping charges will be prepaid and added to the invoice.

Shipments not qualifying for prepaid freight are subject to freight carrier ("Carrier") shipping rates, fuel surcharges, accessorial surcharges and other fees as applicable. Additional charges could also be assessed that may include, but are not be limited to, Delivery Area Surcharges, Extended Area Delivery Surcharges or dimensional/oversize fees, when required by Carriers' regulations. All such charges as mentioned herein, along with any insurance costs, are calculated and added to the invoice total and are non-refundable.

Additional charges will be incurred if your business delivery location does not have a dock, or is considered to be located in a residential area, or if a liftgate service is required or any other additional services are required. It is your responsibility to check the shipment before the truck driver leaves your location. Any shortage or damage must be noted on the delivery receipt, countersigned and dated by the driver or the claim can not be honored and you then accept full responsibility.

## **CLAIMS OR SHIPPING CONCERNS**

Claims due to any cause must be made within five (5) business days from receipt of goods. We want to assure you of the best possible service and take the utmost care in being sure we fill your order accurately. If after receipt and inspection of your order a shipping error, discrepancy or freight damage is discovered please contact us immediately.

All orders are shipped FOB Eagan, Minnesota which shall be from CSC distribution center. Damages are the responsibility of the Carrier once the shipment is picked up by the Carrier and leaves the CSC distribution center. Customers must make damage claims directly to the Carrier within 5 days of receipt of the order. All boxes and packaging material are necessary when filing any claim.

Concealed damage is rare with the quality carriers we use, however we always recommend a full inspection of each truck shipment including removing the carton off the TV and inspecting for damage and plugging in the TV to inspect for cracks or other similar damage.

## **REFUSED ORDERS**

All orders that are refused, for whatever reason, will be charged for all shipping & handling charges, and a restocking fee of fifteen percent (15%) of the invoice amount.

## **RETURN MERCHANDISE POLICY**

Return Merchandise (RM) numbers are issued via telephone. You may also request to have the information sent via fax or e-mail. Numbers are valid for thirty (30) days only. You must include the RM number on the return label of each carton of merchandise you are returning and not on the carton itself; otherwise the shipment will be refused. Due to manufacturers' policies, some merchandise may not be returned for any reason. Merchandise that is "closeout" or "special order" is not returnable. Credit will be issued for merchandise only. No cash refunds will be issued.

## **RETURN POLICY-NEW ITEMS STOCKED BY CAPITOL**

All products returned must be within sixty (60) days from date of CSC original invoice. Return merchandise must be in its original factory sealed carton, complete with all accessories, manuals and must be in new condition. Items that have been used in Retailer's store, items bearing decals, marks or notations due to the dealer or dealer's customer are not acceptable for return. The product must be current (not discontinued) product. If the above conditions are met CSC will accept the product for return and will issue a credit to your account. However, the final decision is at CSC's discretion. No returns will be issued on television, TV combo, and LED/LCD products.

## **RETURN POLICY-OUT OF BOX DEFECTIVES**

Subject to the manufacturer's product return policy, we will replace defective products returned to us within thirty (30) days from date of CSC original invoice. However, some manufacturers require the dealer to have "out of box" failures repaired and do not allow exchange. All defectives must be in like-new condition and be returned in original factory carton with all packing materials, accessories, and manuals enclosed with products. Defectives are to be shipped prepaid freight to CSC. CSC will prepay the freight back to you, provided the product is still under manufacturer's warranty.

## **PRODUCT WARRANTIES**

All products sold by CSC are covered under the individual manufacturer's stated warranty. Please refer to the manuals and warranty cards enclosed with the product. Check with your local service center or call Capitol Sales for service center referral. CSC does not offer any warranty, expressed or implied other than the manufacturer's warranty. If you are unsure or have a specific warranty question feel free to call us at 1-800-467-8255.

## **SPECIAL ORDERS**

Special orders for items CSC does not normally stock can be accommodated for selected manufacturers', however, the dealer must issue a non-cancelable purchase order to CSC. Prepayment may be required before a special order can be placed. Special orders may be subject to a \$50.00 handling charge and/or a \$50.00 expedite charge. There are no returns on special order merchandise. Please verify compatibility and customer commitment before ordering these items. Special orders can take a minimum of three (3) weeks to ship depending on the manufacturer's stock available at the time.

## **DISCLAIMERS**

Dealer assumes all responsibility for proper selection, design, installation, operation, and maintenance of all the merchandise provided by CSC. Dealer will not hold CSC liable for any damage due to mishandling, improper installation, including but not limited to loss of profits. CSC has made every effort to insure the accuracy of information contained in its online catalog, and printed and electronic marketing materials. CSC does not accept any liability for errors contained herein. All specifications, terms and conditions, availability, model changes, and pricing are subject to change without notice.

Some product lines are available only in designated territories. Prices are subject to change without notice. Capitol Sales cannot be responsible for typographical errors or other misprints. Capitol Sales does not authorize any person to make verbal commitments nor assume for the Company any obligation or liability other than expressed herein.