



Policy Agreement

Company Disclosure

Discount Wholesalers, Inc. is in the wholesale business of buying and selling Salvage and Returned goods to businesses. Salvage and Returns consists of customer returns, factory seconds, irregulars, overstocks, and out of season goods. There are clear risks to buying *salvage and returns*. We do not assume any responsibilities to those that experience losses of any kind as a result of purchasing these described Salvage and Returned goods. Outdated items are to be removed and disposed of by the buyer/persons in possession of the product.

Defective/Damages/Shortages

Our experiences with the percentage of damaged or defective goods versus new and working goods vary greatly. Any verbal or written correspondence regarding the possibilities of working versus non-working percentages is an absolute estimation. We do not guarantee nor give information leading to the belief that the goods we sell are problem and damage free. All manifests that are given are approximate and done to the best of our ability. Shortages can and do occur. No compensation will be given for any discrepancies between product received and manifested; manifests are to be taken as guides only. ***All Products (unless stated otherwise) are sold AS IS, where is with NO RETURNS, NO GUARANTEES, NO WARRANTY, AND NO CLAIMS MADE AS TO FUNCTIONALITY.***

Inspection

All goods offered F.O.B. Discount Wholesalers, Inc. Warehouse are available for inspection prior to purchasing. The inspection process allows for quality and quantity satisfaction before commitment to purchase. We assume all buying parties have waived or satisfied their opportunity to inspections once a transaction has been initiated or finalized.

Deposits

Deposits are required to reserve any merchandise until full payment is received. There is a 24hr period in which full payment is due in the amount described on the contract (Invoice). Any grace periods or payment extensions are subject to approval from our authorized staff and only written extensions will be acceptable. Failure to fulfill the terms of the contract will result in the forfeiture of any cash deposits previously paid. All cash deposits including partial and full payments are non-refundable and non-transferable. ***All deposits left on Credit/Debit cards will be charged 20% of the amount on your Invoice in order to reserve your order until full balance is received. This is a binding and non-refundable contract and the amount charged on your Credit/Debit card are non-refundable and non-transferable. All cancellations are subject to this charge—no orders (partial or full) will be shipped until full payment amount is received.***

Sales Methods

In order to provide you with department store returns at prices below cost, certain restrictions on sales must be met. It is the responsibility of the buyer to ensure that all of these conditions are met, failure to do so could result in severe fines being imposed, usually well above the cost of the actual merchandise being bought and sold. If buyer is not ultimate re-sellers, then it is their responsibility to ensure that their customer complies with these conditions.

- Buyer must remove or deface any identifying marks (tags, labels, price stickers, etc.) from the product that may be traced back to the store from which it was purchased.
- Buyer may not advertise any store names or store brands anywhere - this restriction includes auctions listings.
- Merchandise may not be re-sold within a 50 mile radius of the stores.
- Buyer agrees to allow representatives of Discount Wholesalers Inc. or any of the mentioned stores to routinely inspect buyer's premise to ensure compliance with the above terms.
- The above restrictions apply to the following stores and brand names:
 - Target, Wal-Mart, Sears, K-Mart, Rite Aid, Lillian Vernon, CVS.

Shipping

Shipping is the responsibility of the buyer. When a buyer does not have the means to arrange for shipping of the item themselves then as a courtesy Discount Wholesalers Inc. may help arrange to facilitate this, but responsibility remains with the buyer. Any claims for delays, lost in transit, additional delivery charges must be made directly with the carrier responsible. Discount Wholesalers Inc. sells all goods FOB warehouse only. Additionally, any items paid for but not claimed within 5 business days will be deposed of unless prior written permission is obtained from Discount Wholesalers Inc.

I have read and agreed to the terms and conditions of this agreement. I agree to purchase goods from Discount Wholesalers, Inc. under the policies described in this agreement. I authorize Discount Wholesalers, Inc. to keep this agreement on file and apply these policies to all future transactions made between the Company (Discount Wholesalers, Inc.) and myself. In signing this agreement, I chose to waive my rights to any claims against Discount Wholesalers, Inc. in the event of losses, missing quantities, and defective items found in the goods I purchased.

Sign _____

Print _____

Date _____

TIN# _____

Please sign that you have read & understand what has been presented above and fax it back to us at (610)458-2518