

## DAS Etailer Fulfillment Services Guide

### Section I: Getting Started

1.0 Types of Accounts. There are several account options available for Fulfillment Etailers. The following is a list of those options and the required documents for each type of account:

1.1 Credit Card - DAS accepts Visa, MasterCard, American Express or Discover. Please Note: DAS does not allow the use of PayPal or debit cards. DAS will not reimburse any credit card fees for any reason. Etailer authorizes DAS to charge any, and all credit cards Etailer provides to DAS as method of payment for any and all open invoices at any time. Etailer represents that it is an authorized user on any credit cards it provides to DAS. The following documents are required to establish a Credit Card Account:

- 1.1.1 Fulfillment Credit Card Application signed by Etailer's Owner and/or Corporate Officer.
- 1.1.2 The Fulfillment Services Agreement, signed by Etailer's Owner and/or Corporate Officer; and
- 1.1.3 A copy of Etailer's state resale sales tax certificate.
- 1.1.4 In addition, should Etailer desire to add a new Credit Card, a new, completed, and signed Credit Card Authorization form will be required.
- 1.1.5 Also, should Etailer's credit card expire, a new, updated, completed, and signed Credit Card Authorization form will also be required.

1.2 Net Terms - DAS may establish Net Payment Terms with approval from DAS's credit department. Etailer will be required to submit financial information, trade, and bank references at DAS's request, and other pertinent information for DAS to consider Net Payment Terms for any account. Should Etailer be approved for Net Payment Terms, Etailer must remit payment for all amounts due and owing via wire transfer, ACH, or company check within the approved timing of Payment Dating. In addition to the above referenced information, the following documents are required for DAS to consider any Net Payment Terms Account:

- 1.2.1 Fulfillment Credit Application signed by Etailer's Owner and/or Corporate Officer.
- 1.2.2 The Fulfillment Services Agreement signed by Etailer's Owner and/or Corporate Officer; and,
- 1.2.3 A copy of Etailer's state resale sales tax certificate.

1.3. Cash Deposit Account- DAS may require the Etailer's Account to be a Cash Deposit Account. Should these payment terms be established, Etailer must wire transfer funds prior to DAS shipping any order. For Etailer's Account to be established with Cash Deposit Account Terms, the following documents are required:

- 1.3.1 Fulfillment Credit Application signed by Etailer ' s Owner and/or Corporate Officer (Etailer may omit bank and trade references);
- 1.3.2 This Fulfillment Services Agreement signed by Etailer's Owner and/or Corporate Officer;
- 1.3.3 An account setup fee for wire transfer (sent via wire transfer by Etailer); and,
- 1.3.4 A copy of Etailer's state resale sales tax certificate.

1.4. Invoicing

1.4.1 Etailer is purchasing Products for resale at its sole discretion and for Etailer's sole benefit. As such, there exists no relationship between DAS and Customer. Etailer will be responsible for collecting

payment, including any applicable sales tax and/or duties from the Customer. DAS will not directly bill the Customer.

1.4.2 All net terms are calculated from invoice date, which shall be the date of shipment.

1.4.3 DAS will add a 1.5% monthly finance charge to all past due invoices.

1.4.4 DAS will not provide cash or credit card refunds. DAS will issue credits to Etailer's account for application to future charges. DAS prohibits the Etailer from making offsets, short pays, or deductions from invoices, however, DAS reserves the right to offset any amount owed to Etailer by DAS by any amounts owed to DAS.

1.4.5 Any credit issued to Etailer's account will expire 12 months from the date of issue. In the use /application of credits to Etailer's balance, DAS will apply the credits with the oldest issue date first.

1.4.6 DAS provides Customer invoices upon shipping of the Products via a download available through DAS's systems.

1.4.7 If at any time Etailer becomes delinquent on its Accounts Receivable account with DAS, regardless of payment terms type, DAS reserves the right to charge amounts due and owing to any credit card(s) Etailer has provided in the past.

1.4.8 In addition to other rights provided by this Agreement or by law, DAS reserves the right to cancel at any time without Etailer's authorization and without any liability, charge, cost or expense to DAS, any unshipped purchase order, or portion thereof, should Etailer become delinquent on its payment terms. DAS may, based on the circumstances known at the time of nonpayment, contact Etailer prior to suspension of shipments; however, this contact shall be at DAS's sole discretion and is not a guarantee or requirement that such will occur prior to cancelation of purchase orders due to a delinquent account.

1.5 Payments. Etailer must make all payments in U.S. Dollars.

1.6 System Requirements. In order to view information available in DAS's systems, Etailer will need Microsoft Excel or Microsoft Excel Viewer. Etailer may access DAS information and standard reports via DAS's website at <http://www.dasinc.com/ecommerce-policies>. DAS will not mail, fax, or email reports or data to Etailer. Although DAS will not provide reports or data to Etailer, Etailer must have a valid email account to receive other information from DAS that DAS, in its discretion, wishes to provide from time to time.

1.7 Vendor Requirements. From time to time, some Vendors require authorization for Etailer to offer Vendor's Products and/or may prohibit certain Products from being sold on the Internet. DAS occasionally posts reseller agreements and/or applications and minimum advertised price policies (MAP) for Etailer's review and application at <http://www.dasinc.com/ecommerce-policies>. DAS will inform Etailer via email if Etailer must remove a Product or Product line from Etailer's website(s). Etailer agrees to immediately honor DAS's request. Failure to honor DAS's request may result in immediate legal action, termination of the Etailer Fulfillment Services Agreement, and/or closure of Etailer's Accounts Receivable Account with DAS, including the cessation of all shipments in process.

1.7.1 It is the responsibility of the Etailer to provide all the information requested on any reseller application or agreement that may be required by Vendors, should Etailer be offered certain Products. DAS will not review, complete, or correct any information Etailer provides. Additionally, DAS is not responsible and will not interpret, intercede, or request additional information for, regarding or related to any decision or response of the Vendor. As applicable, DAS shall only be responsible for

providing the application or agreement, as completed by Etailer, for review and consideration to the individual Vendor.

1.7.2 If a Vendor does not want its Products sold online, those Products are excluded from Etailer's Product List. By entering into this Agreement, Etailer agrees that it will not sell any Products on the Internet that DAS's Vendor mandates not to be sold on the Internet. Etailer agrees to indemnify and hold DAS harmless from any claims, damages, liabilities, suits, costs, and attorney's fees from any action taken by Etailer contrary to this section. Etailer further agrees to immediately cease and desist any and all sales of Product, if requested by DAS, pursuant to instructions or demands from DAS's Vendor. If Etailer fails or refuses to cease such sales DAS may immediately terminate this Agreement for breach.

1.8 DAS's Ecommerce Contact information.

1.8.1 Ecommerce Direct Voice Contact: 717-964-3642 Ext. 572

1.8.2 Ecommerce Fax: 877-232-0459

1.8.3 Ecommerce General Email: [ECCCustomerService@dasinc.com](mailto:ECCCustomerService@dasinc.com)

1.8.4 Ecommerce Returns: [ECReturns@dasinc.com](mailto:ECReturns@dasinc.com)

1.8.5 Ecommerce Order Cancellations: [ECOrders@dasinc.com](mailto:ECOrders@dasinc.com)

1.8.6 Customers must contact Etailer directly for any issues, including returns, customer service requirements, etc. DAS' s contact information is for Etailer use only and any Customer contacting DAS will be referred back to Etailer.

## Section II: Use of Media Content

2.0 Once Etailer account is approved, the Etailer will receive detailed instructions on how to access Media Content. Etailer is only allowed to use this information to sell Product(s) that will be purchased from DAS.

2.1 The Media Content is only for use by the Etailer to facilitate the Etailer's retail sales to non-wholesale Customers of Products purchased by the Etailer from DAS. Etailer shall not, directly or indirectly, use the Media Content to engage in or facilitate wholesale sales of goods purchased by Etailer from DAS. Etailer shall not permit any third party to print, publish, disseminate, or reproduce the Media Content including by way of electronic and/or printed media, without DAS's prior written authorization. Etailer's obligations shall include when the Etailers knew, or reasonably should have known, of a third parties' misappropriation of misuse of any Media Content.

2.2 DAS has the right to immediately terminate any privileges under this section for any reason, with or without cause, and Etailer shall immediately cease use of same. The Media Content provided will remain the property of DAS, or DAS's Vendor(s) and use of Media Content must be discontinued immediately upon request. At any time, DAS can request that Etailer stops using Media Content, and Etailer must comply with said request within three (3) business days.

2.3 Upon request and/or termination, Etailer shall immediately discontinue all use of the Media Content. Etailer agrees to indemnify, defend, and hold harmless DAS for any violation of this section as well as any trademark, copyright, or similar intellectual property claims or actions that may be lodged against DAS for Etailer' s inappropriate use or misuse of the Media Content.

2.4 Etailer agrees to update any of Etailer's materials when new Media Content is forwarded to Etailer within three (3) business days.

### Section III: Product List

Upon Etailer Account approval, Etailer will receive access to a password protected Etailer Portal ("Portal"). This Portal includes the Product List. Pricing on this Portal is updated frequently and because of the nature of the consumer electronics business, pricing and availability are subject to change without notice. All information contained within the Portal is proprietary to DAS and subject to the confidentiality provisions in the Agreement.

3.0 While DAS makes every effort to ensure accuracy, DAS is not responsible for Product information provided by DAS or DAS's Vendor(s) that contains errors or omissions. This includes but is not limited to any typographical or image errors on the Website, any electronic or printed advertisement/communication, weight and/or dimensions describing the Products.

3.1 DAS shall not refund freight, or any accessorial fee charged by the shipping carrier, incurred as a result of Vendor's inaccurate Product information or as a result of DAS's inaccurate information.

3.2 Any dispute concerning pricing, the Product, or availability, will be resolved using the information contained within the Product List and Portal. DAS will have the final determination to settle all disputes within its sole discretion based on the information provided in the Product List, on the Portal and in the terms and conditions of this Agreement.

3.3 Personal Defense/Weapons. DAS' s sales of any Product which may be considered or classified as a personal defense product or as a weapon, (including, but not limited to knives) are done so under the following conditions:

3.3.1 Knives or other products classified as personal defense weapons shall not be shipped outside of the forty-eight contiguous United States and the District of Columbia. DAS will not ship knives or other products classified as personal defense weapons to Alaska, Hawaii, Puerto Rico, Guam, or any other US possession or territory nor to any foreign country;

3.3.2 DAS is not responsible for knowing, nor does DAS make representations, interpretations, or assumptions as to which Products may be classified by federal, state or local agencies, as personal defense products or weapons;

3.3.3 Etailers are responsible for knowing, understanding and applying any and all federal, state, city or local laws, regulations, codes or similar rules as related to the resale of these Products that may be classified as personal defense weapons;

3.3.4 DAS EXPRESSLY DISCLAIMS any responsibility to provide Etailer with notice of, or to provide Etailer with knowledge about, any possible restrictions on Etailer's resale of these Products that may be classified as personal defense weapons; and,

3.3.5 DAS's sales of these Products that may be classified as personal defense weapons are done so for wholesale resale purpose only. DAS assumes no responsibility for personal use of any Product supplied hereunder.

## Section IV: Ordering

4.0 How to Order. Etailer may place orders in the methods outlined below. Telephone orders will not be accepted. Flat-file importing is also available. Please contact DAS for details regarding Flat-File importing. EDI and FTP may be available at DAS's sole discretion. Please contact DAS's Ecommerce Department for additional information on this service.

- website: TBD
- email: EOrders@dasinc.com
- fax: 877-232-0459

4.0.1 All orders placed by Etailer will be subject to the terms and conditions of the FSA. All orders will be processed using Etailer's Accounts Receivable account with DAS.

4.0.2 All orders must include Etailer account name, account number, and purchase order ("PO") number, DAS part number, quantity ordered, ship-to name, and correct address for drop-shipping purposes. (Should Etailer provide incorrect address and common carrier modifies address and charges an address correction fee, Etailer hereby agrees to accept and remit any and all chargebacks imposed by DAS for this purpose.)

4.1 Confirmation of Orders. The business day following Etailer's submission of an order, DAS will send a confirmation of all Etailer orders via email, which will include tracking numbers, order status and/or backorder status of each order.

4.2 Backorders. DAS will ship all orders "complete" (hold until all Product is available for shipment) unless otherwise requested, in writing, by Etailer. If Etailer requests a back order, each back order will be shipped automatically upon DAS's receipt and processing of the Product.

## Section V: Shipping and Freight

5.0 Shipping and Freight:

5.0.1 Each drop-ship order received by DAS from Etailer will be processed and shipped directly to the Customer according to Etailer's ordering and shipping instructions. All standard packing material will represent Etailer's Business Information as if Etailer were processing the order from its own facility. No reference to DAS will be made (unless required by law).

5.0.2 DAS will make every attempt to ship orders that are received by 3:00 PM Eastern Standard Time on normal business days on the same day that the order is received. DAS will ship any order not shipped on the order date on the next business day, contingent upon availability of resources to fill the order. There will be no refunds for freight charges or handling fees due to delayed shipping.

5.0.3 DAS will ship orders via DAS's Preferred Common Carrier's Ground Service. Etailer may also select other carriers and shipping options under certain conditions approved by DAS. DAS will ship all orders FOB DAS's distribution center(s) on a Prepaid and Add basis.

5.0.3.1 In the event that DAS recommends a product ship LTL and Etailer chooses to ship it via a Common Carrier, DAS will not be responsible for damages or additional charges.

5.1 DAS ships orders to the United States, Canada, U.S. Virgin Islands, and Puerto Rico only.

- 5.1.1 Orders shipping to U.S. Virgin Islands and Puerto Rico must ship via an Air Expedited Service provided by DAS's Preferred Common Carrier. Costs will be assessed to Etailer.
- 5.1.2 Canadian orders may ship via all ship methods (Ground or Air); however, shipping materials must reflect DAS's business information. Etailer's business information cannot be used, due to Homeland Security rules and regulations.
- 5.1.3 Orders shipping to APO/FPO can only ship via USPS and require DAS's name and address on the return label due to USPS policy.
- 5.2 DAS can ship USPS but will only do so at Etailer's written request. These packages are uninsured, and all losses are Etailer's sole responsibility. In all cases, Etailer is responsible for USPS parcel freight expense, and all USPS shipments are sent on a Prepaid and Add basis.
- 5.3 Some Products must be shipped via a Common Carrier Truck Line (LTL) of DAS' s choice, FOB DAS's distribution center(s) on a Prepaid and Add basis.
- 5.4 If a carrier imposes a dimensional weight charge, Etailer is responsible for paying for this additional cost.
- 5.5 Recipient must inspect orders shipped via any truck lines for shipping damage prior to acceptance of the shipment and note any loss or damage on the delivery receipt or proof of delivery.
- 5.6 DAS will not ship any orders for an Etailer whose Accounts Receivable account that has become delinquent.
- 5.7 DAS will assess each shipment a freight charge that will include the published residential carrier shipping rate for the particular weight, zone and size, along with accessorial surcharges, insurance charges and other fees as applicable. All shipments may be subject to dimensional and oversize freight charges as well as appropriate fuel surcharges. Shipping fees are non-refundable to the Etailer or to the Customer.
- 5.8 DAS reserves the right to ship oversized or furniture products via truck lines. DAS will make every effort to notify Etailer of the freight charges for these orders prior to shipping. However, if Etailer does not respond to DAS within forty-eight (48) hours of DAS's notification for authorization to ship the order, DAS will cancel that order.
- 5.9 Etailer, by placing an order with DAS, is agreeing to the delivery terms and conditions of DAS's Preferred Common Carrier including any address correction fees or other services the Common Carrier is required to provide delivery. Any such additional carrier surcharges or fees incurred applied after the order has been shipped will be billed to Etailer.
- 5.10 No drop-ship order is eligible for any DAS prepaid freight program, regardless of size or Product mix.
- 5.11 Etailer shall be responsible for any fees, charges or expenses incurred by DAS for double shipments and/or mis-shipments which occur because of Etailer error. Etailer shall also be responsible for any accessorial charges caused by Etailer or Customer failing to choose residential shipping and the Product is subsequently shipped to a residence.
- 5.12 Damages. Once the shipment has been released from DAS distribution center(s), damages are the responsibility of the carrier and Etailer. All risk of loss passes to Etailer at the point of shipment. Etailer is responsible for making damage claims with the carrier as soon as the damage is detected. Etailer must ensure Customer retains all packaging and makes available said packaging for possible inspection by the

carrier. Etailer must tender all claims to the carrier within ten (10) days of its receipt of the goods. Neither DAS nor the carrier will accept any damage claims for any reason after ten (10) days of receipt of goods.

5.13 DAS is not responsible for a lost delivered package(s) so long as a proof of delivery can be provided.

5.14 Etailer Refusals:

5.14.1 Etailer is responsible for all freight charges and return service charges on any refused orders. DAS will credit Etailer's account for all merchandise; however, DAS will not refund freight charges and will not refund minimum order fees or handling fees (if DAS implements either fee) on refused orders. Etailer will be billed for any return shipping or handling costs incurred by DAS.

5.15 If an LTL shipment is refused, Etailer will be billed for the return freight. The original freight and handling are also nonrefundable.

5.16 Orders Shipped Outside the 48 Contiguous States. Orders shipped to Canada, Puerto Rico, and US territories and possessions may be subject to duties and taxes and are the Etailer's responsibility. DAS will not be responsible for estimating, charging, or accepting any of these fees. If Etailer desires International shipping options, Etailer must designate its own Customs Broker for export purposes. DAS will only bill duties/taxes via the Etailer's designated broker. If Etailer does not provide DAS with the declared value information, DAS will use the manufacturer's suggested retail price (MSRP) as a "declaration value". Etailer is responsible for and shall indemnify DAS against any and all fees, penalties, taxes, costs and/or additional charges resulting from Etailer's failure to satisfy all shipping requirements for shipping outside the 48 contiguous states, including but not limited to Etailer's failure to provide the necessary information about the Products being shipped.

## Section VI: Cancellations and Returns

6.0 Cancellations:

6.0.1 All order cancellation requests must be tendered in writing and should be sent to [ECCustomerService@dasinc.com](mailto:ECCustomerService@dasinc.com). Orders that have already been released to DAS's Distribution Center for processing are not eligible for cancellation.

6.0.2 DAS will issue confirmation of Etailer cancellation if cancellation is an option. If no confirmation is received by Etailer, then Etailer remains responsible for full payment of the order, including any handling fees and shipping charges.

6.0.3 Etailer shall pay any carrier-imposed processing fee imposed per order if Etailer's requested cancellation requires an intercept of a package that has already been submitted and processed for shipment. However, this option is not available at all times, and should not be relied upon unless an extreme emergency event occurs.

6.0.4 If a problem exists on an order, DAS will attempt to contact Etailer for direction. DAS will cancel the order after forty-eight (48) hours of contact attempt.

6.1 Returns:

6.1.1 All returns by Etailer require a Return Goods Authorization (RA) number issued by an authorized DAS representative. Etailer must email: [ECReturns@dasinc.com](mailto:ECReturns@dasinc.com) for an RA number. DAS will

refuse any Product returned without an RA. An RA is only effective for thirty (30) days from the date of issuance.

## 6.2 Non-Defective Returns.

6.2.1 Non-defective, opened Products are not eligible for return and DAS will not refund any handling fees or freight charges.

6.2.2 Non-defective, unopened, and re-sellable Product is eligible for return, up to ninety (90) days from date of Etailer's purchase from DAS. DAS will issue credit, upon receipt of the return, valued at the original invoice price, less a fifteen percent (15%) restocking fee.

6.2.2.1 Etailer must print the RA number clearly and legibly on the outside of the carton, and securely protect and package in double packaging. If the RA number is not visible, the shipment may be refused.

6.2.2.2 If shipping labels are placed on or RA numbers written on the Vendor's boxes, the Product will not be considered an unopened, non-defective, resalable condition, and, in turn, will not be eligible for return or credit. DAS may at its option refuse the return (and any cost associated with the refusal shall be borne by Etailer) or keep the Products, without compensation to Etailer, and attempt to resell the Products.

6.2.2.3 Etailer must include all original packaging and materials, including all parts, accessories, and instruction manuals from the Vendor with the Product.

6.2.2.4 Etailer must send all authorized returns, freight Prepaid.

6.2.2.5 Failure to comply with all points noted herein may result in chargebacks, penalties and/or other fees to the Etailer, up to and including denial of the RA credit completely.

## 6.3 Defective Returns.

6.3.1 Defective Products may be returned to DAS within thirty calendar (30) days of Etailer's original purchase date, following the same procedures as mentioned above in Subsection 39 (Non-Defective Returns).

6.3.2 After thirty calendar (30) days, Etailer must return the defective Product according to the Vendor's specific warranty allowances.

6.3.3 Upon receipt of the authorized and compliant return, DAS will credit Etailer's account for the cost of the Product as stated on the original invoice, but not including any shipping, handling, or other charges.

6.3.4 Defective replacement orders shall be noted as "replacement order for PO# xxx". With this notation, DAS will send the replacement, freight prepaid, to Etailer's customer.

6.3.5 All transactions and communications with the Customer regarding any defective merchandise are the Etailer's responsibility.

6.4 Special orders or closeouts are not eligible for return. Vendors may also prohibit certain Products from being returned. Such products will be noted as "Not returnable to DAS for any reason" on the Product List.

6.4.1 Bulk buys, stock balance, and Etailer's overstock are not eligible for return.

6.4.1.1 "Bulk buys" means a multi-quantity purchase of a single item being shipped to the Etailer's location or distribution center of the Etailer.

6.4.1.2 "Overstock" means Products purchased from DAS that is in excess of Etailer's demands.

6.5 DAS will not accept any returns ninety calendar (90) days after Customer's purchase, regardless of reason.

If you have any questions about anything contained in this Guide, please contact DAS' s Customer Service Monday -Friday, 8am-5pm (EST) at 717-964-3642, Ext 572 or by email at [ECCustomerService@dasinc.com](mailto:ECCustomerService@dasinc.com).

This Fulfillment Services Guide is in addition to DAS' s Standard Terms and Conditions contained in its Fulfillment Services Agreement. Any indemnity set out in this Fulfillment Services Guide are intended to supplement but not replace any indemnity in the Fulfillment Services Agreement. DAS specifically rejects and Etailer disclaims all provisions found in any Etailer document, whether online or in print, including all associated or referenced forms and/or documents therein.

DAS is committed to conducting business with honesty and in accordance with the highest moral and ethical standards. We maintain a policy that governs our relationships with vendors, customers, competitors, and our associates - our Code of Ethics and Professional Conduct. These policies are the standards of conduct that we embrace, and they apply to all associates, officers, and directors of DAS.