



## PerTronix Performance Brands Terms and Conditions Effective January 1, 2021

### DISTRIBUTOR AUTHORIZATION

PerTronix Performance Brands Distributors are appointed only after considerable analysis of their business practices, marketing strategies, sales territories and financial stability. All distributors must complete a marketing questionnaire and credit application.

If an established Distributor has a change in ownership or opens branch locations, PerTronix Performance Distributor authorization is not automatically extended.

### FREIGHT POLICY

- PerTronix Performance Brands will select the carrier on all prepaid orders.
- Freight will be prepaid on all orders of \$1,800 or more for Pertronix Ignition products.
- Freight will be prepaid on all orders of \$3,800 or more for all Doug's, JBA and Patriot Exhaust products. Products for these brands can be combined to meet the freight requirement.
- Freight (UPS/Parcel Post) will be added to the invoice on all shipments that do not meet prepaid minimums.
- Freight is FOB, Irwindale, CA – All claims for shortages, damages, etc. must be filed by consignee.

### TERMS / INVOICING

- Standard terms are Net 30 days from date of invoice.
- Late payments are subject to interest at 1.5% per month (18% annual rate) on invoices not paid within 30 days.
- Terms are applicable from the date indicated on the invoice.

### ANNUAL STOCK ADJUSTMENT

- All returns must have prior approval in writing and have an RMA number from PerTronix Customer Service.
- Total annual Stock Adjustment returns are limited to 3% of previous year's sales.

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- Stock Adjustment requests must be accompanied with a 2 for 1 offsetting order.
- Merchandise must be returned in saleable condition.
- All returned merchandise is subject to a 15% restocking charge depending on condition returned.
- Freight must be prepaid on returned merchandise.
- Any promotional materials, such as ad displays, etc., are not subject to return.

#### DISCONTINUED MERCHANDISE

- As various products are discontinued, they will be dropped from the price sheet. Customers will have 6 months, from the effective date of the new price sheet, to return the discontinued parts for full credit at current prices. Credit for discontinued parts may only be applied to subsequent purchases.

#### ORDERS

Orders are accepted via telephone, mail, fax, EDI or email:

- ORDER DESK/CUSTOMER SERVICE: 909-599-5955
- FAX: (909) 599-6424
- EMAIL: sales@pertronix.com returns@pertronix.com
- TECH LINE: (909) 547-9058

#### ORDERING

##### **PerTronix Ignition Brand**

- The minimum opening order to earn stocking distributor pricing is \$5,000.
- Drop shipments will be accommodated on an exception only basis. A \$5.00 fee will be added to the invoice for every drop ship.
- Customer is responsible for any charges incurred by refused shipments.
- If drop ship purchases exceed 35% of total dollar purchases during any 6-month period, the Distributor's pricing status may be changed to Recommended Advertised Price less 20%.
- Customers with annual purchases less than \$2,000 will have their pricing status changed to Recommended Advertised Price less 10%.
- Customers with no purchases during the year will be deactivated.

##### **Exhaust Brands- Doug's, JBA and Patriot**

- The minimum opening order to earn stocking distributor pricing is \$15,000.
- Drop shipments will be accommodated on an exception only basis. A \$10.00 fee will be added to the invoice for every drop ship.

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- Customer is responsible for any charges incurred by refused shipments.
- If drop ship purchases exceed 35% of total dollar purchases during any 6-month period, the Distributor's pricing status may be changed to Recommended Advertised Price less 20%.
- Customers with annual purchases less than \$5,000 will have their pricing status changed to Recommended Advertised Price less 10%.
- Customers with no purchases during the year will be deactivated.

### BACK ORDERS

Back orders from prepaid shipments will be shipped when product becomes available either with other prepaid orders or separately as a prepaid shipment, at our option. We will maintain back orders unless we are notified in writing that back orders should be cancelled.

### DEFECTIVE PRODUCT RETURNS

To provide better service and minimize unnecessary returns, please contact Customer Service at the time a problem is encountered. If it is then determined that a product should be returned, an RMA number will be provided. All returns must be freight prepaid. After receipt and inspection, a credit memo will be issued for the product and freight. No credit will be issued for product, which has been misused or modified.

### LIMITED WARRANTY PERTRONIX IGNITION

PerTronix, Inc. warrants to the original Purchaser that its products shall be free from defects in material and workmanship for a period, as specified above, from the day of purchase. This warranty covers the replacement/repair of the product only and **does not** cover the cost of removal and installation.

Should a part become defective it should be returned to the original selling retailer and **must be** accompanied with the sales receipt.

If there is no retailer in your area, the customer must call the factory for a return authorization and return the part **prepaid** to the factory for inspection. The manufacturer reserves the right to replace or repair the alleged defective part and return freight collect.

### WARRANTY PERIODS FOR PERTRONIX IGNITION

- Ignitor®, Ignitor II, Ignitor III – 30 months.
- Industrial Distributor – 90 days mechanical / 30 months Ignitor
- *Flame-Thrower®/Compu-Fire®* Coils – 90 days

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- *Flame-Thrower*® Spark Plug Wires – Lifetime
- *Flame-Thrower*® HEI Distributors and Component Parts – Limited 1 Year
- *Flame-Thrower*® Plug n’ Play Billet and Cast Distributors-1 Year Mechanical / 30 months module
- Second Strike® & Digital Rev Limiter-Limited 1 Year
- Digital HP Ignition Box-Limited 1 Year
- Contour Automotive Starters-Limited 1 Year
- Compu-Fire VW Ignition and Rotating Electrical-Limited 1 Year

#### LIMITED WARRANTY EXHAUST BRANDS

- All exhaust products are guaranteed, to the original purchaser, to be free of defects in materials and workmanship for one year. This warranty covers the replacement/repair of the product only and **does not** cover the cost of removal and installation, customer applied aftermarket coatings or any discoloration or corrosion of finished surfaces.
- Damage or product failure resulting from collision, improper installation, off-road use, road hazards, the use of exhaust insulating wrap or like products or rust occurring after installation, **is not** covered by the warranty. The warranty extends only to the original purchaser.
- Should a part become defective it should be returned to the original selling retailer and **must be** accompanied with the original sales receipt.
- If there is no retailer in your area, call the factory for a return authorization and return your part **prepaid** to the factory for inspection. The manufacturer reserves the right to replace or repair the alleged defective part and return the part freight collect.
- The furnishing of a repair or replacement components shall constitute the sole remedy of purchaser and the sole liability of the manufacturer whether on warranty, contract or for negligence, and in no situation will the manufacturer be liable for money damages whether direct or consequential.

#### TERMINATION OF DISTRIBUTOR AGREEMENT

Termination of the Distributor agreement may be caused by but not limited to the following:

- Misrepresentation of PerTronix products, name or logo types, i.e. representing and/or selling other products as if they were PerTronix products.

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- Change in management or control of Distributor organization by way of sale, merger, consolidation, or acquisition.
- The Distributor becomes insolvent, or credit becomes impaired or if there are any proceedings instituted by or against the Distributor in bankruptcy, or under reorganization, receivership or insolvency laws, or if the Distributor shall make or attempt to make an assignment for the benefit of creditors.

In the event of termination, which may become immediate by written notification, all use of trademarks, logo types and traded names must be discontinued immediately. PerTronix shall have the right (but not the obligation) to repurchase all or any part of the Distributor's inventory of PerTronix products at the price paid by the Distributor.

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