



— USA —

POLICY AND PROCEDURE MANUAL

- 1. Contact / Ordering Information**
- 2. Business Hours**
- 3. Products**
- 4. Prices**
- 5. Price Changes**
- 6. Payment Terms / Prompt Payment Discount**
- 7. Shipping Programs & Freight Policy**
- 8. UPS / FEDERAL EXPRESS Shipments (Small Package)**
- 9. Customer Responsibility - Receipt of Goods**
- 10. Pick-Up Policy**
- 11. Drop Ship Policy**
- 12. Special Order Parts**
- 13. Vehicle Down Policy**
- 14. Returns**
- 15. Warranty Statement**

1. CONTACT / ORDERING INFORMATION

Telephone — Customer Service	800-233-0899 USA & Canada 800-433-2346 USA 717-255-8500 Local (Harrisburg, PA)	
Technical Service	800-822-2042 USA	
Fax Number — Customer Service	800-225-2159 USA & Canada 717-255-8588 Local (Harrisburg, PA)	
Internet	use Dial DPI — www.daytonparts.com	
Transnet	Only available after customer activates directly with Transnet.	
HDeXchange	Only available after customer activates directly with HDeXchange	
Voice Mailbox (after hours)	800-854-5629 USA 717-255-8580 Local (Harrisburg, PA)	
Accounts Receivable	800-553-8784 USA	
Mail (Administration, Sales, Marketing, Purchasing, Distribution)	Dayton Parts, LLC P.O. Box 5795 Harrisburg, PA 17110-0795	
Mail (Finance, Engineering, MIS, Manufacturing)	Dayton Parts, LLC 1300 North Cameron Street Harrisburg, PA 17103	
Distribution Center Address	Dayton Parts, LLC 3500 Industrial Road Warehouse #2 Harrisburg, PA 17110	Dayton Parts, LLC 1605 Lakeway Drive Lewisville, TX 75057
Remittance Address	Dayton Parts, LLC P.O. Box 643417 Pittsburgh, PA 15264-3417	

2. BUSINESS HOURS

The Customer Service call center is located in Harrisburg, PA. Monday through Friday, 7:30 AM to 6:00 PM, Eastern Standard Time. Calls outside these hours are received by Dayton Parts, LLC voice mail system and returned promptly the next business day.

Inventory availability can be checked and orders placed via the Dayton Parts website 24 hours a day.

3. PRODUCTS

All customers must maintain total minimum annual purchases of \$30,000 to remain an active customer with Dayton Parts, LLC.

4. PRICES

The “Distributor Cost” price list (Buff) provides the following information for each part number:

Part Number	Suggested List Price
Description	Distributor Cost
Popularity Code	Package Weight
Standard Package Quantity	

5. PRICE CHANGES

Prices are subject to change without notice; however, Dayton Parts, LLC will make every effort to give 30 days advance notice of any price list change. **Orders and backorders** will be billed at the price in effect at **time of the original order**.

6. PAYMENT TERMS / PROMPT PAYMENT

Payment terms are 2% 15th, Net 30 days and are defined as: invoices dated from the beginning of the calendar month to the end of our calendar month will be allowed a 2% discount on merchandise only, if payment is received by the 15th of the following month. The net amount is due by the end of the calendar month. Freight charges and other additional charges (i.e. vehicle down charges or set up charges) will not receive any prompt payment discount. The 2% prompt payment discount is available only to accounts with no past due balance. When taking advantage of prompt pay discount on invoices, it is required that discounts be paid back on merchandise credits.

Payments not received by 60 days will be considered late and may be subject to an interest charge of 1.0% per month.

Account Statements are issued at the beginning of each calendar month. At that time, unpaid balances from prior month(s) become past due. Accounts having past due invoices are subject to credit hold. At Dayton Parts, LLC's discretion, accounts on credit hold may not receive parts allocation.

7. SHIPPING PROGRAMS & FREIGHT POLICY

Customers will be assigned either Harrisburg, PA or Lewisville, TX as their “Primary Distribution Center” (DC) for shipping their orders. **All orders will be placed with the Harrisburg Customer Service Call Center Representatives**, but will ship from the customer’s assigned “Primary DC”.

If the assigned “Primary DC” is Harrisburg, PA, your order must be received by 3:00 PM EST.

If the assigned “Primary DC” is Lewisville, TX, your order must be received by 4:00 PM EST.

If your order is received after the times listed above **OR** not on your designated order day, every attempt will be made to process the order within 48 hours. *(continues on next page)*

7. SHIPPING PROGRAMS & FREIGHT POLICY (continued)

In an ongoing effort to assist you in managing your business and control your inventory, Dayton Parts LLC utilizes “The Dayton Edge Delivery System”. This shipping program outlines the day you are to place your order, the day your order will ship and the day(s) it will be received. **To assure delivery as specified, your order must be received on your designated order day by 3:00 PM EST or 4:00 PM EST, depending on the location of your “Primary DC”.** Please refer to the “The Dayton Edge Delivery System” maps in the back of this manual. Locate the map listing your assigned “Primary DC”.

Export orders, if qualified, will ship freight prepaid on the designated ship day to the export customer’s freight forwarder in the United States. It is the export customer’s responsibility to provide Dayton Parts, LLC with the correct and updated freight forwarder information at all times. This information consists of the freight forwarder name and ship to address in the United States, the phone number and a point of contact. **As stated above, if you miss your designated order day, we will make every effort to ship your order within 48 hours.**

Backorders will ONLY be held at the “Primary DC”.

All shipments are F.O.B. Dayton Parts, LLC, Harrisburg, PA or Lewisville, TX. Orders totaling \$1700.00 will be shipped prepaid on carriers selected by Dayton Parts, LLC.

Backordered items, when ready, will be shipped prepaid with the next stock order. If there is no stock order and a customer requests backordered goods, we will:

- A. Ship prepaid, if from a qualifying order, by a carrier of our choice.
- B. Ship collect, if from a non-qualifying order, by a carrier of the customer’s choice.

Orders that do not meet minimum requirements for prepaid freight will ship via UPS, Federal Express, or Common Carrier freight collect per customer request.

Shortage Claims

All claims for shortages/damages must be reported to Dayton Parts, LLC within 2 business days of receipt of merchandise. The customer **MUST** sign carrier delivery receipt indicating shortages/damages (be as specific as possible). Claims must give full details of Purchase Order Number, Bill of Lading, items claimed as short, etc, **including the signed delivery receipt.**

Air Freight Claims

All air freight claims must be reported to Dayton Parts, LLC within 2 days of receiving your order. It is important to report these claims to Dayton Parts, LLC as soon as possible. Please note our air freight carriers **DO NOT GUARANTEE** express deliveries delayed by events they can not control, including but not limited to acts of God, perils of the air, or inclement weather.

8. UPS / FEDERAL EXPRESS SHIPMENTS (Small Packages)

UPS and Federal Express small package shipments will continue to be processed as usual. To accommodate those “last minute” or “emergency” orders, we will process your order the same day if received by 4:30 PM EST for Harrisburg, PA Primary DC or 5:30 PM EST for Lewisville, TX Primary DC. Any orders received after those times are not guaranteed to ship the same day, however, we will make every attempt to process and ship your order the same day.

9. CUSTOMER RESPONSIBILITY - Receipt of Goods

Please **check your shipment promptly**. Shortages or errors must be reported to Dayton Parts, LLC within 2 business days of receipt of merchandise and **also noted on the carrier's delivery receipt before** the merchandise is accepted.

Dayton Parts, LLC makes every effort to package products carefully. If packaging or cartons are broken, damaged or missing from the shipment, **the carrier is liable**. Notify our Customer Service Representatives and Dayton Parts, LLC will file a claim with the carrier. If possible, take photos of the damaged shipment and email those photos to **customerservice@daytonparts.com**

10. PICK-UP POLICY

The goal of Dayton Parts, LLC is to ensure your pick-up is ready within 2 hours of receiving your order. Please note that pick-ups may **ONLY** be made by our direct customers. **Third party pick-ups are not allowed.**

You are able to pick-up merchandise Monday through Friday, from 7:00 AM through 6:00 PM EST at the Harrisburg, PA DC and from 7:30 AM through 6:00 PM CST at the Lewisville, TX DC.

11. DROP SHIP POLICY

It continues to be our policy that only those orders of an emergency, vehicle down nature, will be drop shipped to a Distributor's customer. **Stock Orders may not be drop shipped.** Orders must be placed by Distributor and accompanied by the Distributor's purchase order number.

Drop shipments will be sent collect or the distributor specifies to prepay and bill on the corresponding invoice.

12. SPECIAL ORDER PARTS

VENDOR SPECIAL ORDER PARTS

Dayton Parts, LLC reserves the right to deviate from published prices for any vendor drop ship item without notice. Customer must confirm price **BEFORE** order is placed. All direct ship parts will incur a freight charge. Parts may ship collect by a carrier of your choice.

Vendor direct ship parts are not returnable under the Dayton Parts, LLC stock return policy. Direct ship parts received in error or ordered in error are subject to vendor return policy. If such occurs, contact Technical Service (800-822-2042) within two (2) business days of receipt of goods to determine the vendor's policy and handling charges involved.

DAYTON PARTS SPECIAL ORDER PARTS

Special orders parts may be subject to a down payment equal to 50% of the invoice price before the part is put into production or ordered.

13. VEHICLE DOWN POLICY

Only customers in good credit standing qualify for Vehicle Down service. A charge of \$125.00 per spring will be assessed plus the price of the spring. Once the spring is ready for shipment, it will be shipped collect. **Once the spring is in production the order cannot be cancelled.**

In addition, Dayton Parts, LLC limits our Vehicle Down program to work vehicles. We reserve the right to decline the privilege to order a vehicle down based on raw material and manufacturing availability at the time of order. *(continues on next page)*

13. VEHICLE DOWN POLICY (continued)

Lead time: Call Customer Service for exact lead times.

Order Deadline: Orders for SRI numbers must be received by 3:00 PM EST. Orders that require engineering design and documentation must be received by 12:00 PM EST. Set up fees may apply. Additional lead-time may be required.

Restrictions: Full taper springs and leaves cannot be considered for vehicle down service. One (1) part number and a maximum of two (2) pieces. Maximum of two (2) vehicle down orders per day.

14. RETURNS

Dayton Parts, LLC return policies are designed to give our Distributors maximum flexibility in their inventory management. Merchandise credit will be applied to future orders. **All returns must be assigned a Dayton Parts, LLC RMA (Return Merchandise Authorization) number prior to return being accepted.** After you have received an RMA, all material for return must be shipped to the customer's Primary DC within five (5) working days. **Return freight must be prepaid by the customer — This Applies To All Returns.**

Annual Stock Adjustments

The total of the inventory adjustment is limited to 5% of prior year's net purchases. A list of product you would like to return must be submitted to distributor's District Sales Manager — preferably in an Excel format.

Returnable product must be of Dayton Parts, LLC origin, packaged in correct box quantities and in saleable condition. **Returns on product which is coded "D"- Discontinued, "O"- Obsolete, "R" Replaced, "F"- Factory Only and "S"- Special Order are not allowed.** Part numbers with the Code of "W"- Slow Moving, are only returnable within six months of being ordered. Inventory classification or popularity codes are published in Distributor Cost (Buff) price lists. An RMA number will be issued to identify your product in our warehouse.

Saleable condition is defined to mean that the product is free from rust or other physical defects, and if packaged in boxes, then correct number of items is contained in the box. Box must maintain original unbroken seal. The box must be clean, undamaged and free of markings, labels, etc. not applied by Dayton Parts, LLC or their vendors. Do not write on the product boxes being returned.

Returns are subject to a 15% restocking fee and where applicable a 10% steel surcharge fee and a 2 for 1 offsetting order may apply.

The RMA number must be noted on packing list. Upon approval, returns are to be shipped prepaid to the address given to you by your Customer Service Representative.

Credit will be given only for those items that were received, inspected, counted and found to be in saleable condition. Customer will be notified of any parts received for which we could not give credit under our policy. At that point you have 30 days to notify us what you want to do with the rejected parts. Items being requested to be returned, will be shipped back collect by a carrier of your choice. After 30 days, we will scrap the parts. *(continued on next page)*

14. RETURNS (continued)

Initial Stock Adjustments

This type of return covers initial orders made by new customers or by current customers who are adding a new line or upgrading an existing one. The return period is 12-15 months. **All returns must be given to the District Sales Manager to submit to be processed — preferably in an Excel format.**

Any and all products that were on the initial order can be returned with the 15% restocking fee waived. Product will be credited at value at time of initial order. Only product that was placed on the initial order can be returned under these provisions. Any additional products must have a separate RMA and must meet the annual stock adjustment policy.

Merchandise Ordered in Error

Merchandise ordered in error may be returned if a Return Merchandise Authorization (RMA) number is requested within 30 working days of the receipt of merchandise. Credit will be issued at the original purchase price. Return freight must be prepaid. A 15% handling charge will apply after 30 days.

Returns on product which is POP coded “D”, Discontinued, “O”, Obsolete, “R”, Replaced, “F”, Factory Only and “S”, Special Order are not allowed.

Merchandise Shipped in Error

Merchandise shipped in error by Dayton Parts, LLC may be returned if a Return Merchandise Authorization (RMA) number is requested within 2 business days of receipt of merchandise. Credit will be issued at the original purchase price. Contact our Customer Service Representatives for return instructions.

Warranty Return

A Return Merchandise Authorization Number (RMA) will be issued for any part alleged to be defective. Return freight must be prepaid. Dayton Parts, LLC will inspect alleged defective parts. If part is found defective, credit will be issued at original purchase price. Contact our Customer Service Representatives for return instructions.

15. WARRANTY STATEMENT

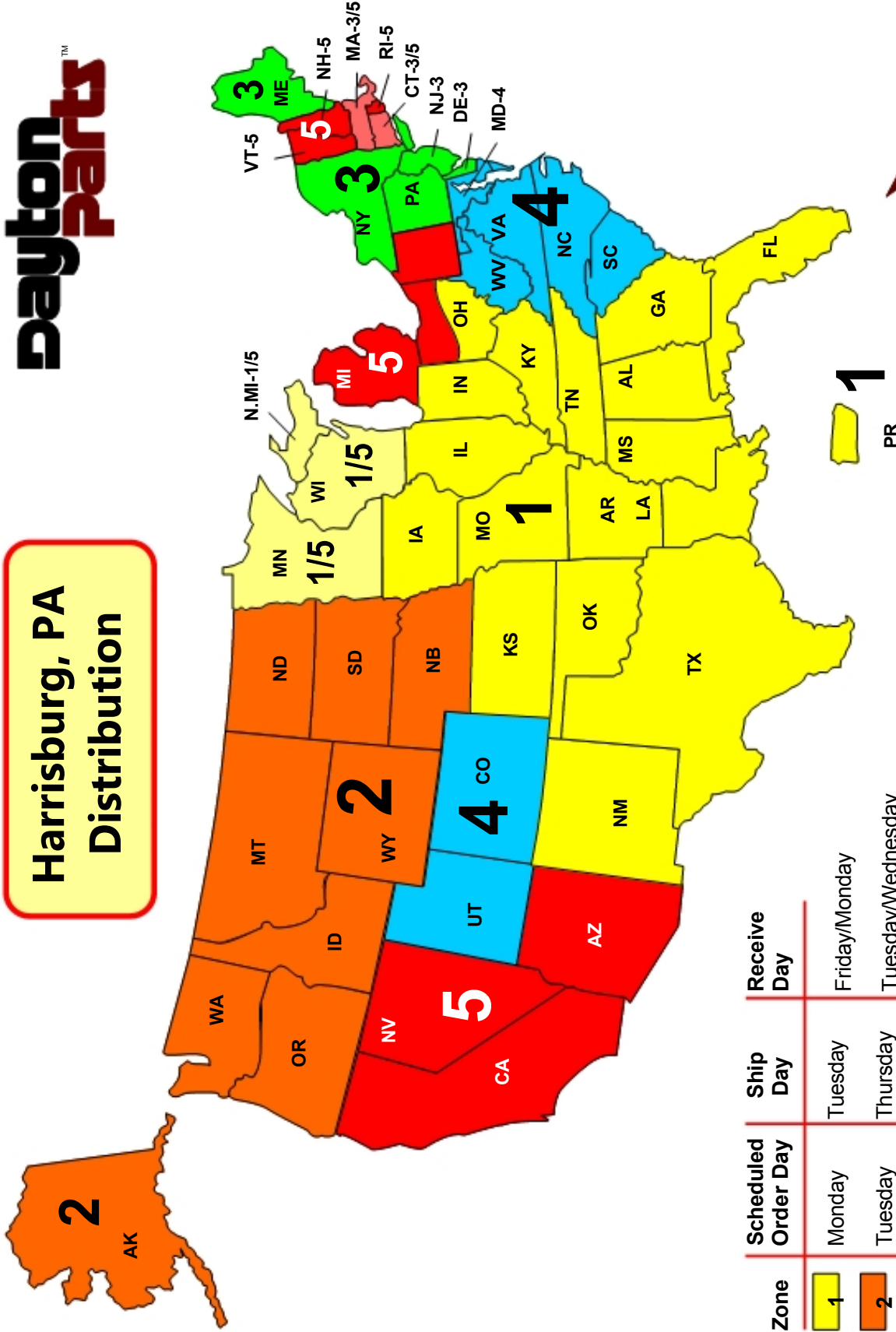
Dayton Parts, LLC (Seller), warrants that it will, at its option, repair or replace or (in the case of its Distributors only), provide credit equal to the purchase price of any product sold by Seller which is returned to Seller within twelve (12) months after its first retail sale because of a claimed defect and which, upon examination by Seller, is found to have failed in normal use because of a failure in material or workmanship.

Part numbers ending in “E”, which indicates an Economy part, will be warranted for 60 days.

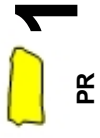
THE FOREGOING WARRANTY IS THE SOLE WARRANTY OF SELLER IN CONNECTION WITH THE SALE OF ANY PRODUCT BY IT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR ANY WARRANT OF FITNESS FOR A PARTICULAR PURPOSE.

Products sold by Seller are not consumer goods, unless said products are specifically designed for use in passenger cars and light trucks utilized for non commercial purposes. The Seller shall not be liable for any consequential damages arising out of the use of, or any defect in, any product sold as consumer goods.

**Harrisburg, PA
Distribution**

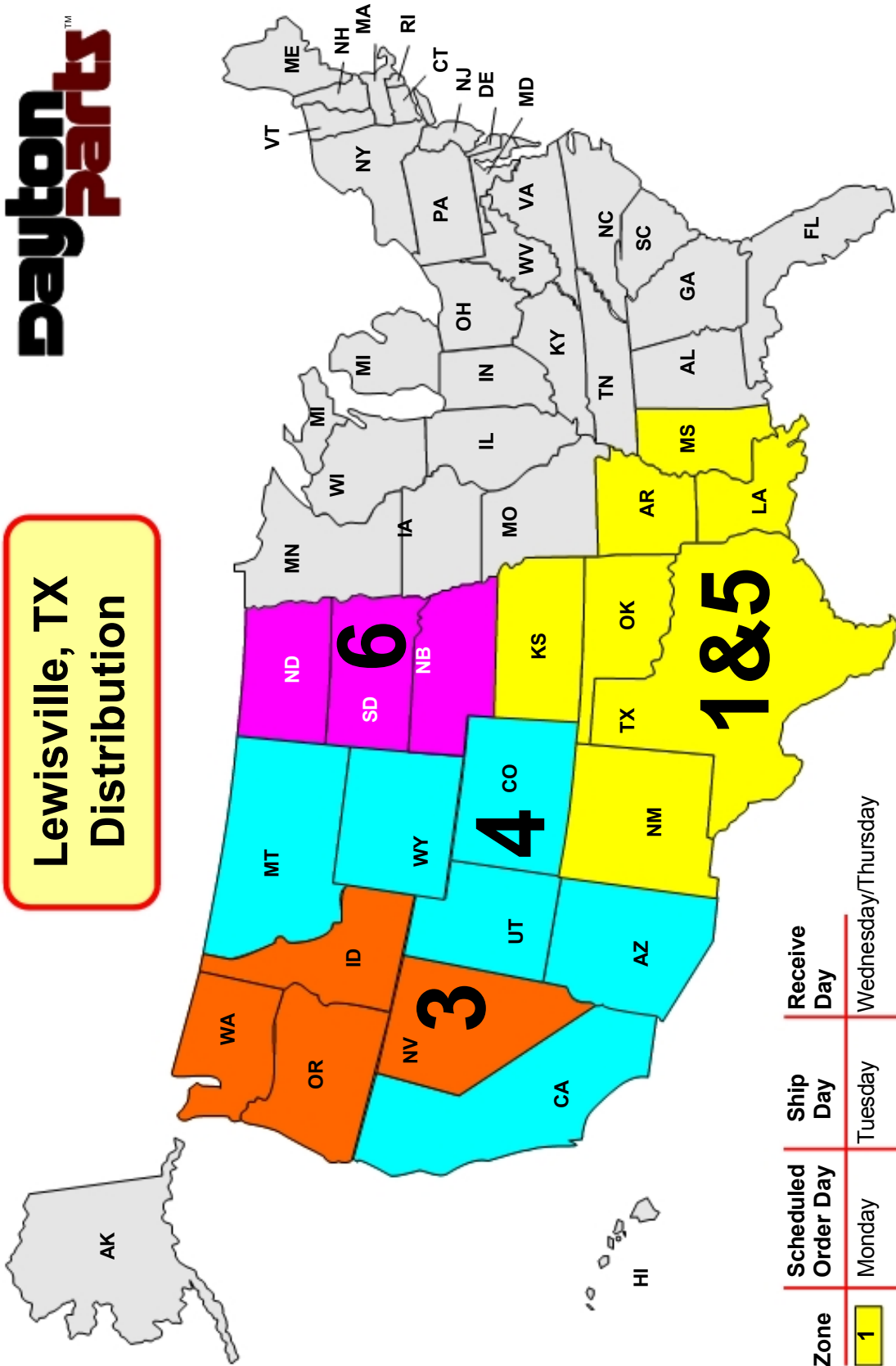


Zone	Scheduled Order Day	Ship Day	Receive Day
1	Monday	Tuesday	Friday/Monday
2	Tuesday	Thursday	Tuesday/Wednesday
3	Tuesday	Wednesday	Thursday
4	Wednesday	Thursday	Monday/Tuesday
5	Thursday	Friday	Tuesday/Wednesday



Dayton Edge Delivery System

**Lewisville, TX
Distribution**



Zone	Scheduled Order Day	Ship Day	Receive Day
1	Monday	Tuesday	Wednesday/Thursday
3	Tuesday	Wednesday	Monday/Tuesday
4	Wednesday	Thursday	Monday/Tuesday
5	Thursday	Friday	Monday/Tuesday
6	Friday	Monday	Wednesday/Thursday



Dayton Edge Delivery System

