



A MESSAGE FROM ADAM LEWIN

At Hamilton Parker, our purpose is to achieve our customer's vision through trust and expertise. Our core values of HISTORY and REPUTATION have opened doors for us on a daily basis in the community and in our industry. We recognize that we have not met your expectations, nor mine. It's because of this, the following changes are being made.

We understand that there have been challenges both within Hamilton Parker and in our industry that are impacting our overall customer experience. We want you to know that we are dedicated to finding long lasting solutions to these challenges including, but not limited to, supply chain, logistics, and order fulfillment.

One of our top priorities is to improve our Columbus warehouse operations. Our goal is to reduce wait times, improve order accuracy, improve transfers to branch locations and to rebuild trust with you. We are in the process of hiring a new Director of Operations to help implement stronger operating procedures, quality control methods, offer more training opportunities, and expand our warehouse team. This process may take some time to refine, but we greatly appreciate your patience as we work together to be a better partner for you.

We understand that our greatest opportunities for success are when we work together. In the spirit of partnership, on the back of this letter you will see some of the additional measures we are taking to improve our service and we ask that you understand their importance.

We are thankful for your business, your continued support, and for the opportunity to continue to strengthen this relationship as we move into the future.

Thank you.

Adam Lewin
CEO
Hamilton Parker

ADDITIONAL IMPROVEMENT MEASURES

At Hamilton Parker, being ADAPTIVE is another of our core values. Over the last few years our world has been transformed, and we understood that flexibility with our terms and conditions was necessary. However, starting November 1st, 2022 we will focus on upholding these policies to ensure we provide the highest quality of services to our partners. A few highlights to note:



60 DAYS

There is no charge on credit card payments made within 60 days of the invoice date. After 60 days, a 2% fee will be incurred on credit card payments.



5% FEE

A 5% storage fee on materials not picked up or delivered within 60 days will be incurred. For every 30 days thereafter an additional 5% fee will be applied.



DRY RUNS

Any scheduled service calls where the jobsite is not ready – a dry run fee will be charged.



POs

For all accounts that require a PO for payment, VPOs/EPOs will be required prior to additional service calls being made.



QUOTES

Quote expiration dates are final. All quotes are subject to updated pricing.



THE FUTURE

HP is focused on improving the customer experience, which includes the development of a new website and online payment options.

WE THANK YOU FOR YOUR CONTINUED BUSINESS & SUPPORT.

To review the full list of terms and conditions, review below or visit hamiltonparker.com/terms-of-sale.

Credit Line – Orders won't be released for customers over their prescribed credit line. Credit line subject to change without notification. **Deductions and Short Pays** – All deductions taken by account customers without written authorization from SELLER will be considered an "Unpaid Balance" and treated consistent with SELLER credit policy. **Deposit** – Non-account customers must pay for 100% of purchased materials at time of order. **Discounts** – Accounts may only be used by the named individual, or authorized employees of the Account Customer. Sales Management will make all future pricing decisions for customers on a case by case basis. **Pricing** – As of 09/2022 all quotes are subject to updated pricing, lead times and availability if order is not placed within 30 days of the most recent dated quote. Contact your sales representative for updated pricing before placing order. This includes all NET 30 and Cash Accounts. **Purchase Order** – Sales over \$5,000 require a signed purchase order or signed order acknowledgement. Digital acknowledgement is accepted. **Taxes** – Buyer shall pay sales, use, consumption, storage or other taxes, unless proper exemption form is provided. **Terms** – All terms are Net 30 for account customers. "Paid when Paid" and "Paid if Paid" are not acceptable terms of sale. **Service Charge** – Any invoice older than 30 days and paid via credit card will incur a 2% processing fee. All invoices 60 days past due are subject to a 2.0% monthly charge. Finance charges will not be waived. **Financial Obligation** – If customer fails to make payments in conjunction with the invoice terms, SELLER will place customer orders on credit hold. Customers will not be able to take delivery of goods under any circumstance if they are on hold until they pay current. Credit privileges and contractor discounts may be revoked if abused. **RETURNS | Stock Material** – Stock material may be returned within thirty (30) days of shipment in quantities no less than the original unit of measure. Only saleable material will be returned for credit. Refunds will be processed within one week of return and will be in the same form as original payment. The greater of a 20% restocking fee or \$250 will be charged on all stock items picked up at the jobsite. Bagged, powder based products, liquid products, and pre-mixed grouts are non-returnable. **Special Order or Fabricated Material** – Special order items and fabricated items are non-cancellable/non-returnable, once the item(s) has been ordered from manufacturer or fabricated by SELLER. Customer is obligated to pay invoice within terms as stated. **Installation is Acceptance** – Please inspect all SELLER products for color and acceptability prior to installation. All products have shade variations. If you are not the end user of these products, please have your customer approve ALL material prior to starting ANY installation. **WARRANTY | Installation** – Products installed by SELLER generally carry a one (1) year warranty on installation. After 90 days, this warranty does not cover garage door force adjustments, eyebeam sensor adjustments, and reprogramming of remotes and keyless entry. Please refer to the owner's manual. **Void** – Manufacturing and installation warranties are void if damage is caused by improper cleaning of products or by installation counter to industry/manufacturer's guidelines. **Limitation of Indemnification** – SELLER agrees to indemnify customers for an amount not to exceed the cost of materials purchased. **DELIVERY | WILL ADVISE / PRE-PULLS | Title to Goods** – All goods shall be delivered to Buyer, Ex-Works Seller's point at Seller's dock [Incoterms 2010]. All freight, handling and similar charges or costs incurred in connection with delivery shall be borne by Buyer. Title to the goods (and risk of loss) shall pass to Buyer upon Seller's delivery of goods to the carrier. **Product Lead Time** – Product availability estimates for special order material are "as advised" on the Quote, however, actual delivery times may vary. SELLER is not affiliated with freight forwarders, freight companies, US Customs or local delivery freight companies. SELLER does not recommend scheduling installation until your material reaches SELLER's warehouse. SELLER cannot take responsibility for logistics delays nor are delays grounds for order cancellation. **Freight Claims** – All claims for shipping loss or damage are the customer's responsibility. SELLER will render customer reasonable assistance in tendering such claims to the carrier so long as those claims are made within one (1) business day of receipt of goods. Claims for freight damage must have been signed for as "damaged". **Requirement Date** – SELLER will deliver/install goods based on the customer's ORIGINAL required, on-site "Requirement Date". Freight charges resulting from non-delivery at the customer site FOR ANY REASON will be charged to the customer as well all re-delivery charges. Changes to Requirement Dates must be made two (2) business days prior to the Current Requirement date. "Will-advise" orders will be shipped no sooner than five (5) business days after SELLER has been provided a Requirement Date. **Delivery** – Job site delivery is limited to pallet drop-off curbside. **STORAGE | Stock Material** – Stock material not picked up within sixty (60) days of your date of order, may be reallocated to other customers. **Special Order or Fabricated Material** – All material will be subject to a 5% storage fee if not picked up or delivered within 60 days of receipt to Hamilton Parker. An additional 5% storage fee will be added for every 30 days the material is not picked up or delivered. Commercial projects that involve signed contracts will be subject to updated pricing, lead times and availability if the contract is not signed by all parties within 30 days of quote. Hamilton Parker will strive to hold pricing whenever possible. All multiyear/multi-phase project quotes will be subject to pricing updates, unless all materials are purchased at time of initial quote. If pre-purchase is an option, storage fees will apply. At ninety (90) days past SELLER's receipt date, material will be considered ABANDONED. Customer will still be obligated to pay for the material. SELLER will dispose of the material in the most efficient manner possible – any proceeds received from the sale of ABANDONED property WILL NOT ACCRUE TO THE BENEFIT OF THE CUSTOMER.