

## **DOW Smart Services** Membership Terms & Conditions

### **General Overview**

**DOW Smart Services** Membership is a monthly paid membership program which entitles you enhanced, premium services that include **FREE** shipping on all items you purchase from **DOW**, with very few limitations, **FREE** local courier service for delivery within 25 miles from any DOW location, and **Free\*** RA returns. Our **DOW Smart Services** program will enhance your shopping experience with DOW by saving you time and money. As a business owner you can rest assured that the products you need for your business will be delivered for **FREE**, so you no longer have to waste time shopping around, or financially extend your business to meet minimum purchase amounts; and should you have a defective product, our program helps cover the costs of the return. Now your business will have a known and manageable fixed cost for doing business to get the products you need for your customers whenever you need them. **DOW Smart Services ~ Truly the Smartest Business Decision.**

As a **DOW Smart Services** member, you will receive the following services and benefits:

- **Shipping with DOW Smart Ship – Free Standard Ground** shipping on all items purchased from DOW, subject to the following:
  - **ALL** items you purchase from DOW qualify for the program, unless specifically excluded as listed below.
  - All your Orders shipped through our standard ground parcel service ship for **FREE**
  - If your Order must be shipped LTL common carrier, the Order is subject to a **\$45 LTL fee** per Order, and your LTL Order must ship complete from your local DOW Distribution Center.
  - Special Orders and Vendor Drop Ship Orders do not qualify for **DOW Smart Ship**. These Orders are subject to the freight charges billed by the shipping Vendor.
  - Your Order must be shipped to your ship to address within our vendor defined territory.
  - Your Orders shipped through our standard ground parcel service will ship from the warehouse(s) of our choice and at our discretion.
  - Your Order will ship on the carrier of our choice and at our discretion.
  - Shipments to Puerto Rico, US Virgin Islands, and outside of DOW's territory do not qualify for this program.
  - DISH / Hughes branded receivers, antennas, & electronics; and SPL subwoofer enclosures are all excluded from the **DOW Smart Ship** program.
- **Free Courier Service with DOW Smart Courier – Free Same Day Delivery** for your DOW Orders delivered by a local courier service, subject to the following:
  - **ALL** items you purchase from DOW qualify for courier service unless the available courier vehicle size limits the size or amount of the items of your Order that can be safely delivered.
  - The courier service must pick up your Order from one of our DOW locations.
  - The delivery address must be no more than 25 miles travel distance from the DOW location where your Order is picked up by the courier service.

- For same day service, your Order must be placed no later than 12:00 noon local time for the DOW location where your Order is picked up by the courier service, the items you want delivered must be in stock at this DOW location, and the local courier service must have availability.
- Courier service is provided by the vendor of our choice and at our discretion.
- **Free\* Returns with DOW Smart Returns** – Providing you **Free\* Standard Ground** shipping when you need to return an approved Defective RA to DOW, subject to the following:
  - \*You will receive a Credit on Account to offset your return shipping costs to return your approved Defective RA to DOW:
    - \$15 Credit on Account for Defective RA shipped Parcel.
    - \$100 Credit on Account for Defective RA shipped LTL Freight.
  - **DOW Smart Returns** service only applies to approved Defective Return Authorizations for defective products in which you have followed the DOW Returns process and the Defective RA has been approved by the DOW RA Department in advance of your return.
  - Return to Stock RA's or Field Destroy RA's do not qualify for the **DOW Smart Returns** Credit on Account

**DOW Smart Services Terms & Conditions** ~ The following terms & conditions apply to all services:

- There is **no minimum purchase amount** for your Order to qualify for any of the **DOW Smart Services**.
- The \$45 LTL Fee and any assessed Special Orders and Vendor Drop Ship shipping charges are in addition to your \$60 **DOW Smart Services Membership** monthly fee.
- Your local DOW Distribution Center is established by your business address and will be: (1) Tampa, FL; (2) Duluth, GA; (3) Dallas, TX; (4) Philadelphia, PA; or (5) Scottsdale, AZ. Our Ft. Lauderdale facility is considered part of the Tampa Distribution Center.
- Vendor territorial restrictions may apply to the items purchased, and the **DOW Smart Services** Membership does not change or expand these territorial restrictions in any way.
- We will select the shipping carrier and method of delivery. If you request (i) a specific shipping carrier that is different than selected by DOW; or (ii) a non-standard shipping method for your Order which results in a surcharge (such as expedited shipping, weekend delivery, LTL residential delivery, lift gate requirement, call for delivery, driver assistance delivery, COD, or other accessorial delivery method), you will be charged any increases in the shipping charges and all delivery method surcharges DOW incurs due to your requests.
- You will be charged the delivery delay or redelivery fee if one is assessed due to your delay in the accepting and taking delivery of your Order delivered through any **DOW Smart Ship** or **DOW Smart Courier** service.
- Your delivery service provided through the DOW Free Freight Shipping Program is a “Street Level Delivery” service, meaning your order will be delivered to the exterior of your requested delivery address. Please keep in mind if your delivery address is in a multistory building, this delivery option will only deliver your items as far as the street level permitted delivery area of your building. Please plan accordingly. These delivery services do not include delivery inside your premises, unpacking, assembly, or setup of any kind.
- We do not guarantee delivery of your Order within any estimated transit time or by any estimated delivery date.

- We assume no liability whatsoever for any delivery damage, delivery delay, delivery failure, or loss of your shipment. It is your responsibility to thoroughly inspect the delivery for obvious shipping damage prior to accepting your delivery.
- Our DOW locations do not operate on weekends or holidays, so certain delivery services are unavailable on weekends or holidays. Most of our carriers usually do not pick-up or deliver packages on weekends or holidays.
- You cannot use **DOW Smart Returns** Credit on Account posted to your account to pay for any outstanding DOW account balance that existed prior to the posting of your Credit on Account. You can only use these Credits on Account for future purchases only. DOW in its sole discretion, however, has the right to use the Credits on Account as DOW determines should your DOW account become past due.
- You cannot under any circumstances exchange any **DOW Smart Returns** Credit on Account for cash.
- Your DOW Account must be in Good Standing to participate in our **DOW Smart Services** Membership Program. Generally, your DOW Account is in Good Standing if it: (1) remains current and not past due; (2) has not exceeded the assigned credit limit; and (3) remains in compliance with any other Agreements you have with DOW.
- We reserve the right to modify or cancel the **DOW Smart Services** Membership Program at any time in our sole discretion, and we shall notify you of any such modifications or cancellation within a reasonable time. Any **DOW Smart Returns** Credit on Account earned and placed on your account prior to our cancellation of the **DOW Smart Services** Membership Program shall remain on your account still subject to these Terms & Conditions.
- Any applicable federal, state, or local tax obligations related to any **DOW Smart Returns** Credit on Account, or the benefits of our **DOW Smart Services** are your sole responsibility. Please consult your tax advisor concerning any such income or other tax consequences related to your participation in the **DOW Smart Services** Membership Program.
- We reserve the right to exclude any items from any of the **DOW Smart Services** upon notice to you.
- We reserve the right to exclude from free shipping under **DOW Smart Services** any Orders that feature competitor price matches.
- We reserve the right not to combine the benefits of the **DOW Smart Services** Program with the benefits of any other DOW Program, Policy, or Services in our sole discretion and upon notice to you.
- We reserve the right to accept or refuse your membership at our discretion.

**DOW Smart Services is a Paid Membership** billed at the start of the month in accordance with the following:

- **DOW Smart Services Membership** monthly cost is only **\$60 per month**, which provides you all the benefits and services of the **DOW Smart Services** program.
- Your applicable monthly membership fee is automatically billed and paid using the credit card we have on file for your business.
- Your membership fee will be invoiced and charged at the start of every month automatically until you cancel renewal of your membership as provided below.

- If you start your membership in the middle of a month, you will be charged the prorated amount for the remaining number of days in the month **and** for the following full calendar month; thereafter, your membership will be automatically renewed, invoiced, and charged at the start of the month going forward.
- Our utilization of your credit cards will be in accordance with the *DOW On-File Credit Card Use / Maintenance Terms & Conditions* governing the use of your credit cards we have on-file.
- If the credit cards you have on file are declined for any reason and your membership fee is not paid, we will attempt to contact you as soon as practicable. For the period of the month that your membership remains unpaid, the shipping of your Orders will be subject to DOW's standard shipping policy in effect at the time.
- The membership fee is non-refundable except as expressly provided in these Terms & Conditions.
- If taxes apply and DOW must collect such taxes on the membership fee or the reduced shipping charges for this service, we will do so by charging your credit card.
- You can cancel your membership subject to the above conditions and as explained below.

### Canceling renewal of your **DOW Smart Services** Membership

You can cancel the renewal of your **DOW Smart Services** Membership at any time by contacting DOW Retail Services at 800-627-2900 ext. 3317 or by email at [SmartShip@dowtechnologies.com](mailto:SmartShip@dowtechnologies.com) informing us of your decision not to renew subject to the following:

- Contact us at 800-627-2900 ext. 3317 or by email at [SmartShip@dowtechnologies.com](mailto:SmartShip@dowtechnologies.com) informing us of your decision to cancel.
- Upon receiving your notice to cancel and after your first complete month of paid service as provided above, your membership will not be renewed the following month and you will not be charged any additional monthly membership fees.
- Unless you cancel on the last day of the month, your membership will remain active until the end of the applicable cancellation month. During the remainder of this month, you will still be entitled to the benefits of the program.
- There will be no prorated refund of any of the membership fee paid regardless of the day of the month we receive your notice to cancel.

### Automatic Renewal

Unless you notify us before renewal on the 1<sup>st</sup> of the month that you want to cancel the renewal of your membership, you understand your **DOW Smart Services** membership will automatically renew, and you authorize us (without notice to you) to collect the membership fee, using any credit card that we have on file for you. The renewal term is for one calendar month. All fees related to a renewal of a **DOW Smart Services** membership are non-refundable.

### Termination by DOW

We may terminate your **DOW Smart Services** membership at our discretion without notice. If we do so, we will give you a prorated refund based on the number of full days remaining in your membership for the month. However, we will not give any refund for termination related to conduct that we

determine, in our discretion, violates these Terms & Conditions or any applicable law, involves fraud or misuse of the **DOW Smart Services** membership, or is harmful to our interests, a DOW vendor, or another DOW customer. We may also terminate your account if we determine that fraudulent payment or address information was used during the sign-up process. Our failure to insist upon or enforce your strict compliance with these policies will not constitute a waiver of any of our rights.