

THE DOUGLAS STEWART COMPANY CANADIAN SALES POLICIES

TERMS: Terms are Net 30 days with approved credit. All prices, invoices and payments are expressed in Canadian Dollars. Any credit issued (ie. for RA, rebate, etc.) by DSC expires 1 year from the date of issuance.

MINIMUM ORDER: There is no minimum. However, small orders are costly to process so please consolidate your orders as much as possible.

SHIPPING: All orders are shipped freight prepaid, F.O.B. destination, to any single location. In all instances DSC reserves the right to choose the carrier. Overnight or 2 day shipping service is available for an additional charge. Carrier charges for addresses incorrectly provided to DSC will be billed back to the reseller.

Outlying Regions: Additional freight will be billed on all shipments for outlying regions. They include the Yukon, NWT, Nunavut and other remote areas.

Handling Fees: All freight is prepaid, however orders under \$1,000 are subject to an \$10.95 handling fee.

PRICING: All prices are subject to change without notice. All sales are subject to applicable taxes. Current pricing is available at www.dstewartcanada.com.

SPECIAL VENDOR REQUIREMENTS: Adobe Systems Inc. requires that its software titles which are packaged as Collections be sold intact and not separated. Adobe specifically prohibits resellers from selling Collections contents separately and prohibits renting or leasing all of its educationally priced software titles.

PRICE PROTECTION: When a manufacturer lowers the price of an item and offers price protection to the channel, we proactively offer price protection to you for products purchased from DSC. Each manufacturer dictates strict guidelines for offering price protection, including purchase look-back periods ranging from 30 to 90 days, inventory report requirements and the period for submitting claims. DSC will notify you of specific requirements for each price protection, including the eligible purchases. We are only able to process price protections which strictly adhere to the manufacturer requirements including inventory reporting requirements, look back periods, and submission deadlines.

BACKORDERED ITEMS: Items that are out of stock are automatically backordered and shipped freight free when they become available. If residual backorders are less than \$25.00, they will be cancelled and you will be notified to reorder. Backorders more than 60 days old are subject to cancellation. Upon request, DSC may notify you when unshipped orders have been cancelled.

FREIGHT CLAIMS: It is very important to inspect your shipment when it arrives and note discrepancies on the freight bill at the time of delivery. We cannot process claims for shipments signed as complete and undamaged later found to be incomplete or damaged. Check the package for damage or pilferage before the carrier leaves. Report claims for damage or short shipments to DSC at 800-279-2003 or via our Discrepancies web form within 7 days of receiving your shipment. If you sign for your shipment and then find concealed damage, such as torn product packaging or broken products, call the delivering carrier for a damage inspection, then notify us. Retain all shipping materials for inspection.

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INVOICE DISCREPANCIES: All invoice discrepancies including price adjustments, processing fees and other add-ons must be disputed within 30 days of invoice.

FINANCE CHARGES: Terms of sale are cash, unless credit is approved. Approved credit sales terms are thirty days net. Reseller shall be obligated to pay costs and expenses of collection, including reasonable attorney fees.

MARKETING: By having an account with DSC, you are giving us express permission to email you unsolicited advertisements. You can withdraw that permission at any time by giving us written notification addressed to: Marketing Department, DSC, 3862 Galleon Run, Madison, WI 53718. For quality assurance purposes, phone calls may be monitored or recorded.

COMPUTER PRODUCTS NOTIFICATIONS - NEW PRODUCTS, DISCONTINUED PRODUCTS, PRICE CHANGES

You may request notification by either fax or email. We send notifications on or about the 1st and 15th of each month. Notifications list discontinued products which your account has purchased during the previous 12 month period. You can also view a complete list of discontinued products, price changes, and new items at www.dstewartcanada.com. This listing is updated twice per month.

RETURNS

GENERAL INFORMATION

Should you need to return products, you must obtain a Return Authorization (RA) number from DSC customer service first. All RA requests must be submitted to The Douglas Stewart Company in writing via fax, email or by filling out our online RA form (<http://www.dstewartcanada.com/rma-form>). All RA requests must include your DSC account number, account name, city, state, zip, your contact name, email address, phone number, the DSC sku number, product description, quantity to be returned, and reason for return. Your RA number is valid for 15 days and must be clearly marked on the outside of all return packages. You must allow for in-transit time as DSC must physically receive the products within 15 calendar days of RA issuance or the RA will be cancelled. Any products received after 15 days or otherwise not conforming to DSC's return policies will be returned to you at your shipping expense and will be subject to a 15% processing fee calculated on the originally invoiced value of the products returned. If you refuse the shipment or return the same product again without a valid Return Authorization or otherwise not conforming to DSC return policies, you give up title to the product and will not be eligible for any credit related to this product. With the exception of returns due to shipping errors, shipping fees are your responsibility. Overstock merchandise must be in new, resalable condition. Credit will be issued at current reseller cost, minus any previously issued credits, discounts or rebates, not to exceed original invoice cost.

ALL RETURNS MAY BE SUBJECT TO MORE RESTRICTIVE MANUFACTURER POLICIES.

Returns should be sent to:

The Douglas Stewart Company Returns
3862 Galleon Run
Madison, WI 53718

Shipping and Invoicing Errors:

DSC errors resulting in shipping or invoicing discrepancies such as incorrect quantities, product, or pricing must be reported to DSC within 7 days of receipt of product. Follow the standard process for obtaining a Return Authorization within 15 calendar days of reporting an error if the discrepancy is not resolved at the time of reporting. Any credit will be issued at invoiced cost minus any previously issued credits, discounts or rebates including shipping fees back to DSC via the least expensive way.

Returns of Free Goods, Demonstration Product and Not for Resale Product:

If returning a product that was purchased in conjunction with a promotion providing free product (i.e. a buy 4, get 1 free promotion) the first product returned is considered to be the free product. Demonstration and Not for Resale (NFR) products are not returnable.

RETURNS POLICIES FOR COMPUTER SOFTWARE

PACKAGED PRODUCTS

Overstock Returns:

Current product purchased from DSC that is unopened and in resalable as new condition is eligible for overstock return. Reseller may request an RA for products within 6 months of DSC's invoice date. Overstock returns will be limited to a maximum of 50% of the value of purchases of the same manufacturer's product line during the 6 months prior to the RA authorization date net of any prior overstock returns during that period. Requested returns in excess of the 50% limit will be considered on a case by case basis and will be subject to a 10% restocking fee calculated on the dollar value of the returned product in excess of the 50% limit in addition to requiring a stock balancing order for the same or greater value for product from the same manufacturer. All products in this category may be subject to more restrictive return policies of the manufacturer. DSC may elect not to authorize a return for products from a manufacturer who has declared bankruptcy or is deemed insolvent.

Discontinued Product Returns:

Discontinued product may be returned if the product was purchased from DSC within the prior 6 months subject to the following conditions. If you wish to return discontinued product, you must contact customer service for return authorization (RA) within 15 days of the date of notification of product discontinuation. Discontinued products purchased prior to the 30 day window are subject to the standard overstock return terms and conditions.

Defective Returns:

Current software titles purchased from DSC found to be defective according to the publisher's warranty is eligible for return. Returned software must include all packaging, media, and manuals for credit to be issued.



VOLUME LICENSING, ESD, & SUBSCRIPTIONS:

Software Volume Licensing:

Current products purchased from DSC within 30 days prior to the date of RA request are eligible for return, however, all software volume licensing returns are subject to acceptance of the return from the manufacturer. Manufacturers' policies are available on our website. Contact our Licensing department for these Return Authorization requests.

Software ESD:

DSC will not take returns for ESD Product/Keys unless product is deemed to be defective in accordance with the End-User License Agreement from the software product publisher.

RETURNS POLICIES FOR PRODUCTS OTHER THAN COMPUTER SOFTWARE

Overstock Returns:

Current product purchased from DSC that is unopened and in resalable as new condition is eligible for overstock return. Reseller may request an RA for products within 180 calendar days of DSC's invoice date. Overstock returns will be limited to a maximum of 10% of the value of purchases of the same manufacturer's product line during the 180 days prior to the RA authorization date net of any prior overstock returns during that period. Requested returns in excess of the 10% limit will be considered on a case by case basis and will be subject to a 10% restocking fee calculated on the dollar value of the returned product in excess of the 10% limit in addition to requiring a stock balancing order for the same or greater value for product from the same manufacturer. All products in this category may be subject to more restrictive return policies of the manufacturer. Products purchased in round buy quantities must be returned in round buy quantities. Special sales policies apply to emblematic product, dated goods, mobile device cases and covers, lifestyle products, and products with expiration dates. DSC may elect not to authorize a return for products from a manufacturer who has declared bankruptcy or is deemed insolvent.

Discontinued Product Returns:

Discontinued products purchased from DSC within the 30 days prior to the date of notification of product discontinuation (notification method may be removal from price lists) are eligible for return. Reseller must request the RA for discontinued products within 30 days after the notification of product discontinuation.

Defective Merchandise:

Current product purchased from DSC found to be defective according to the manufacturer's warranty is eligible for return. DSC may test the products and return to reseller at reseller's expense any product determined not to be defective. DSC may require reseller to return products reported to be defective directly to the manufacturer.

SPECIAL TERMS AND CONDITIONS - RETURNS

Many manufacturers have special sales policies for returns. This includes all software licensing, Anywhere Cart, Dell, FileMaker, Fitness Products, Parallels, Quark, Spectrum Industries, and others. More information on special terms and conditions is available after log in on www.dstewartcanada.com.

ANY CREDIT ISSUED (IE. FOR RA, REBATE, ETC.) BY DSC EXPIRES AFTER 1 YEAR FROM THE DATE OF ISSUANCE.

The Sales Policies are those specified in this document, but are subject to change and will be reflected on our web site at www.dstewartcanada.com. No additional or different provisions contained in Reseller's purchase orders or other business forms shall be of any force or affect whatsoever under any circumstances, and DSC's failure to object to any such provisions shall not be deemed a waiver of its rights under this paragraph.

