

DAVID EDWARD

TO:

ATTN:

FROM:

DATE:

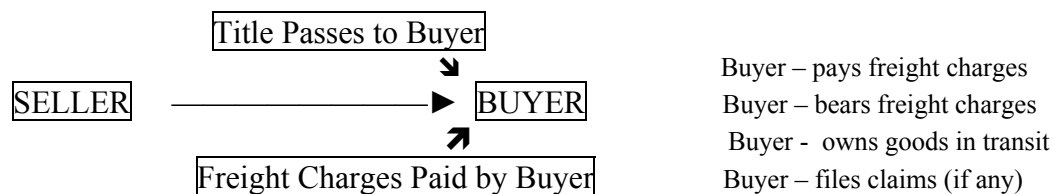
RE: Shipping / Freight Claim Policy - Sales Order # _____

David Edward's reputation for quality and service is based not only on the quality of the product we manufacture but the condition of the product when it is delivered for use to the customer. Every item we manufacturer leaves our factories carefully inspected and packaged to ensure the merchandise reaches its destination in perfect condition.

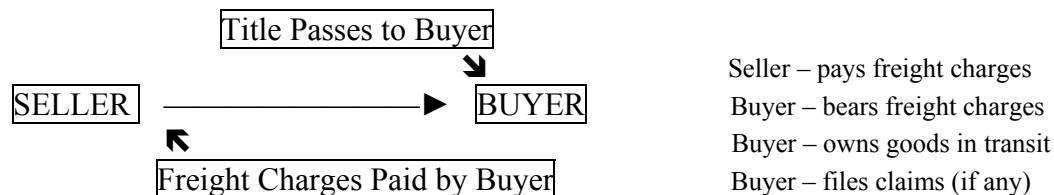
Occasionally, however, damage can occur and it is necessary for the "buyer" to know how to file a claim and proceed in an orderly manner to acquire replacement and or repair of the damaged goods. David Edward recognizes that from the customer's perspective there is nothing more frustrating nor as disappointing than receiving their product freight damaged.

It is essential to know that David Edward's terms of sale are **F.O.B. ORIGIN**, and hence the ownership of the merchandise and responsibility for its shipment transfers from the manufacturer to the buyer. Accordingly only the consignee (i.e. the buyer) who has claim or title to the freight may file a claim.

Terms of Sale: F.O.B. ORIGIN, FREIGHT COLLECT



Terms of Sale: F.O.B. ORIGIN, FREIGHT PREPAID & CHARGED BACK



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In all cases the burden of proof for liability rests with the claimant. Good receiving practices and proper inspection of goods at time of delivery will help to insure all bonafide claims are collected from the transportation carriers. Legally, as the owner of the freight, you must do what you can to keep the loss to a minimum. You can often reduce the loss by having the goods repaired. Reducing the loss will expedite settlement of your claim. Upon release from the carrier, damaged merchandise can be returned to David Edward for factory evaluation. Note that merchandise is not resalable and under no circumstances would we be able to provide a credit. We would suggest you negotiate “free-astray” shipping terms with the carrier whereby they cover all freight costs. As importantly, please contact your David Edward Account Manager to obtain an “Authorization of Return”.

- **very important – repack as received, protecting against further damage**

Under the law, you are permitted to add any extra costs you incur as a result of transportation damage to your claim when it is filed with the carrier. These extra costs may include a reasonable amount for overhead; cost of replacement; labor & material to repair; dismantle and re-assemble; freight; and travel expenses.

Note that the vast majority of our cartoned, common carrier shipments carry a “SHOCKWATCH” monitor. We feel this program provides a significant deterrent to rough handling and helps identify responsibility for products damaged during shipment. The monitor has proven to be a simple and effective device that activates (turns red) when a predetermined shock level is experienced. Instructions on the label are self-explanatory. *If the Shockwatch indicator is red; 1) Do not refuse shipment, 2) Make notation on delivery receipt / bill of lading and immediately inspect for damage, and 3) If damage is discovered, leave in container, retain all the original packaging and request immediate inspection from carrier within 15 days of delivery.*

David Edward will provide assistance when specifically requested and make every attempt to help facilitate a prompt and efficient resolution to your claim. We have provided the attached set of guidelines to aid you in the process. If there is a delay in settling your claim feel free to call, fax, email or write to us at any time. Please include the sales order and claim number in all communications.

REVISED 4/09/03 DEP

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