

# **General Information**

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# NIKON INCORPORATED (NIKON)

## GENERAL INFORMATION AND CONDITIONS OF SALE

EFFECTIVE JANUARY 1 1978

### CONDITIONS OF SALE

- (a) This Nikon Sales Policy applies to Nikon Authorized Dealers only. A Nikon Authorized Dealer is a retailer who has signed a Nikon Authorized Dealer Agreement which has been accepted and signed by an officer of Nikon Incorporated.  
**The possession of a Nikon Dealer Price List and/or catalog does not create a dealer relationship.**
- (b) The minimum order requirement for Nikon Merchandise is \$50 Net. Net prices are listed in the Nikon Dealer Price List.
- (c) All orders received by Nikon are subject to approval by the Nikon Credit Department.
- (d) Nikon reserves the right to change all prices, product specifications, terms of sale and cancel any back-order without prior notice.

### TERMS

- (a) Standard credit terms are as follows. 2% 10 EOM, based on the prices listed on the Nikon Dealer Price List in effect on the date the order is shipped. Credit terms may be changed by Nikon for special promotions.

**The shipping date indicated on each invoice determines price.**

- (b) **Invoice date determines applicable invoicing terms.** The end of the month for invoicing purposes is the 24th. Beginning with the 25th of the month, invoices are considered as business transactions for the following month. For remittances postmarked on or before the 10th of the month after the invoicing month, the prevailing cash discount allowance will be allowed.

**With respect to dating programs, in the event of non-payment of an installment, within its terms, Nikon at its option may require payment of any part or all of the remaining installments without discount allowance.**

### SHIPPING TERMS

Nikon will pre-pay transportation costs of shipments \$200 Net or more. All shipments are F.O.B. from the Nikon/EPOI facility servicing your account. Title to the merchandise transfers to the consignee upon delivery to the carrier. The method of transportation is at the discretion of Nikon. Back-orders will be shipped pre-paid if part of an original order amounting to \$200 Net or more.

**Any additional freight or special handling charges incurred due to special shipping requirements of the dealer, will be for the account of the dealer and will be added to the invoice.**

### CLAIMS

All claims for damage, carton shortage or pilferage must be made by the dealer to the delivering carrier. Upon request of the dealer, Nikon will cooperate in presenting the claim to the carrier if notified within

three (3) working days after receipt of shipment and provided the proper claimed exception has been noted on the delivery receipt.

### CONCEALED DAMAGE OR PILFERAGE

Either damage or pilferage **not readily apparent at time of delivery** should be made known to the delivering carrier and a request for inspection be made as soon as possible but no later than thirty (30) days after receipt of shipment. Shipment should be left intact until such examination is made.

### SHORT SHIPMENT

Claims must be made within three (3) days after receipt of shipment and must be accompanied by a copy of the Nikon packing slip.

### NON-DELIVERY

Nikon cannot be held responsible for non-delivery unless notified in writing within thirty (30) days from date of invoice.

### RETURNS

- (a) **Returns For Service** should be pre-paid and addressed to the attention of the Nikon Service Department at the Nikon/EPOI facility servicing your account.
- (b) **Returns For Credit**—All Nikon Products are sold without return privileges. Any requests for a Merchandise Return Authorization must be made in writing to the Nikon District Sales Manager servicing your account. All returns must be accompanied by a Nikon Merchandise Return Authorization Form.

**Merchandise returned without prior authorization from Nikon will be returned at the dealers' expense. All authorized returns must be shipped pre-paid and delivered to a certified carrier within fifteen (15) days of issuance of the merchandise return authorization.**

- (c) **Returns of Defective Inventory** requires prior written approval, in the form of a Merchandise Authorized Return, from the Nikon Service Department at the Nikon/EPOI facility which services your account. Merchandise must be current, new, unmarked and in original packaging with all warranty information as originally supplied. All such merchandise is subject to inspection and verification by Nikon. Merchandise will be exchanged on a unit-by-unit basis, subject to availability. If not available, the unit will be repaired as expeditiously as possible.

**Returns of Defective Inventory must be shipped pre-paid by the dealer on a certified carrier. Such shipments must be sent to the Nikon Service Department located at the Nikon/EPOI facility servicing your account. Enclosed with the shipment should be a copy of the Nikon Merchandise Authorized Return and a letter which clearly explains the problem.**

**NIKON Inc.** Subsidiary of EHRENREICH PHOTO-OPTICAL INDUSTRIES, INC.  
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