

# C.A.V.D., LLC Terms and Conditions

**Business hours: 8:30AM to 6:00PM Monday thru Friday**

## **Sales Terms:**

- All merchandise is sold to the dealer for the purpose of resale to the end user. ANY sales on the internet with ANY of our products is strictly FORBIDDEN, product may be advertised on the dealers website at retail pricing. Product must be picked up at the dealer's facility by the end user purchasing the product or installed by the dealer into the end users facility. Failure to follow this policy will result in immediate termination of the dealers purchasing privileges from CAVD.
- All customers must fill out CAVD dealer paper work and be approved by a principal of CAVD.
- Several of our venders require their own approval and dealer paperwork in addition to CAVD dealer forms.
- CAVD is not responsible for typographical errors or incorrect data in publications, e-mails, websites or faxes.
- CAVD is not responsible for vender backorders, discontinued product, typographical errors or incorrect data in publications, e-mails or websites.
- Backorders will be shipped automatically unless dealer has given instructions to call before shipping.
- All custom orders must be approved by a principal of the dealers company. CAVD may ask for written approval. CAVD has the right not to take back custom orders. If a custom order is approved for return, a 15% to 30% restock may be applied and the freight costs to return the product to the vender will be paid by the dealer.
- Non stocking TV's are considered custom ordered.
- Credits for returns will be credit on account.
- There is No minimum order requirement.
- Orders may be placed by, phone 908-757-5400, fax 908-757-7878 or e-mail [info@cavdnjny.com](mailto:info@cavdnjny.com).

## **Payment Terms:**

- We accept Visa, MasterCard, American Express and Discover.
- We do NOT charge extra for using credit cards.
- Dealers are charged when product is picked up or the day the order is shipped, an invoice will be e-mailed to the dealer next business day. We only accept credit cards from a principal of the company; we CANNOT accept credit cards from the end user or any other entity other than a principal of the company ordering the goods.
- Custom orders are to be paid in advance.
- New customers will be credit card, certified check or money order.
- C.O.D company check may be accepted with credit approval.
- Net terms may be available upon credit approval and with a minimum of 12K per year purchase commitment.
- All net accounts must have a valid credit card on file. CAVD has the right to charge past due invoices to the dealer's credit card on file and a 2% monthly late charge will be billed to the dealer. (dealer will have been notified and given ample opportunity to pay the past due balance)
- Accounts may be changed from net terms to credit card, check C.O.D, certified check or money order if an account is deemed delinquent by CAVD.
- A \$30.00 returned check fee will be billed to the dealer for any check returned.
- Orders will be put on credit hold if an account is past due.

## **Shipping:**

- Freight charges will be paid by the dealer unless otherwise specified.
- Pre-Paid freight is offered on accessory orders of \$500.00 or more or three or more of the following categories or three boxes or more of bulk wire. The accessories that qualify for these programs are: TV mounts (not motorized), Remotes, Surge Protectors (not UPS's), Fans, Low Voltage Plates and Connectors, Baluns, Wireless A/V Transmitters, Interconnects, Bulk Wire and Extended Warranties.
- Most product is shipped via UPS and orders received by 3:00PM will ship same day based on availability. We will ship product up until UPS picks up (Approx 5-6pm) but we only guarantee orders received by 3:00 PM
- TV's larger than 37" will be shipped by carrier, dealer will get a quote for freight. Dealer is responsible for receiving product and inspection of product must be done upon receipt. Damages must be reported to carrier and CAVD upon receipt of goods.
- CAVD will drop ship product, dealer is responsible for reporting damages or refusing order if product is damaged. Damages must be reported to carrier and CAVD upon receipt of goods.

## **Returns:**

- All returns require a Return Authorization number from CAVD. Returns must have an RA number or they will NOT be accepted and will be refused by CAVD.
- Certain products must be confirmed as defective by the manufacturer and you may need a case number from the manufacturer. CAVD cannot issue an RA number without this requirement being met.
- Product must be returned in original carton, packaging, with all accessories and in NEW condition. Please do NOT write on carton or product.
- Product must be returned with CAVD RA form.
- Any item returned with missing parts or packaging will be billed the replacement costs and charged a minimum of a 15% restocking fee. If product does not meet CAVD requirements CAVD may return the product to the dealer.
- If product is returned from manufacturer deemed as used, abused or tampered with or any other reason, the dealer will not receive a credit and product will be returned to the dealer.
- Defective products must be returned within 10 days of receiving replacement equipment. If product is returned later than 10 days the dealer may be charged with any and all fees CAVD incurs from manufacturer.
- Non-defective returns may be charged a minimum of a 15% restocking fee.
- TV's follow the manufacturer's warranty/return policy.

**Terms and Conditions are subject to change without notice**