



# CUMMINGS & BRICKER CONTACTS

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## MANAGEMENT

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## OFFICE STAFF

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# TERRITORY MANAGERS

Order online or check order status by logging into the dealer area of the website: [cummingsandbricker.com/dealer-area](http://cummingsandbricker.com/dealer-area)

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## NORTHEASTERN & NORTH CENTRAL PA

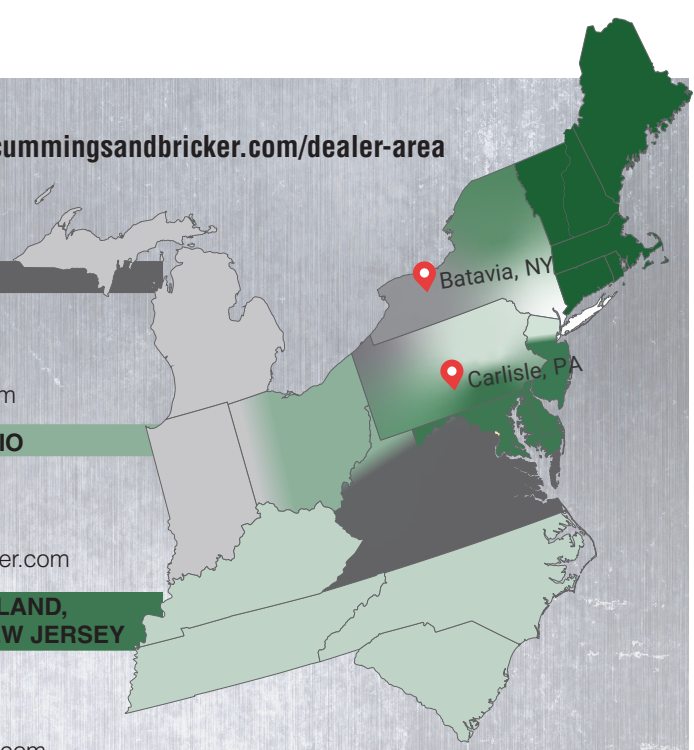
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# Distribution Area By Vendor

■ =C&B distribution Area



**A&B Eagleline**



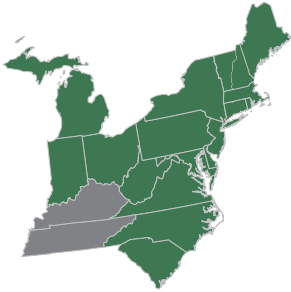
**APV**



**Baumalight**



**Bauman**



**Belltec**



**Berti**



**BMC**



**Brush Wolf**



**CAMSO**



**Continental Belton**



**Danuser**



**Del Morino**



**Diamond** *By Metal Fach*



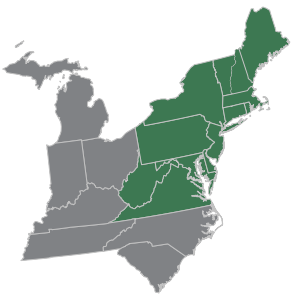
**Durabilt**



**Hayrite / Loyal**



**HLA Attachments/  
Snow**



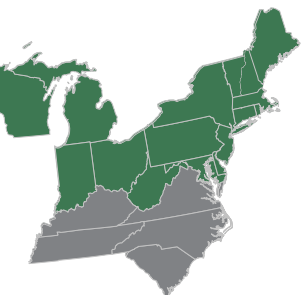
**Holland Transplanter**



**HORST Wagons**



**Ideal**



**Jacto**





# Distribution Area By Vendor

■ =C&B distribution Area



**Jaylor**



**JBM**



**Knowles**



**Kodiak**



**Market**



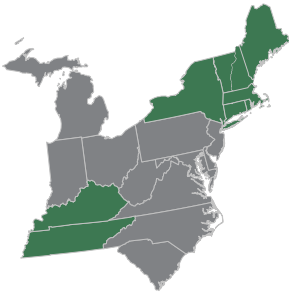
**May-Bridge Harrows**



**McHale**



**Meteor**



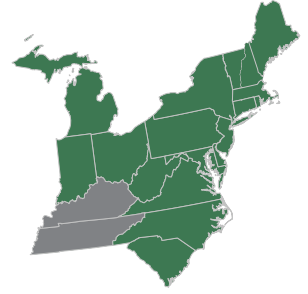
**MK Martin**



**NM Attachments**



**PECO**



**Reist**



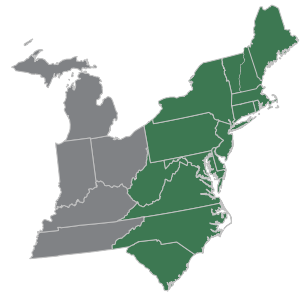
**Richiger**



**Rossi**



**RTP Outdoors**



**Schulte**



**Teagle**



**TMW**



**Tubeline**



**Tufline**





# Distribution Area By Vendor

■ =C&B distribution Area



**Wallenstein**



**Weaverline**



**WIFO**







## Cummings and Bricker, Inc.

### Dealer Relationship Policies

The purpose of this policy guide is to provide a clear understanding of the requirements Cummings and Bricker, Inc. (C&B) expects in order to establish and maintain a dealer relationship for products distributed by C&B, and also what C&B will provide to the dealer. This policy is effective immediately for all existing and potential C&B dealers, and will remain in effect until such time as revisions are deemed necessary and dealers are notified with respect to changes.

This guide is not a contract. Dealers who purchase equipment and parts from C&B are free to source those products wherever available. Similarly, C&B may sell products to any entity they choose. This is a unilateral policy statement by C&B as to how it does business. Any orders received and filled after the date of this policy guide shall be deemed an acceptance of these policies.

**Eligibility to Become a C&B Dealer:** Any entity whose primary function is the sale or rental of farm, outdoor power, forestry, industrial, turf, or landscaping equipment that maintains a place of business, provides parts and service for equipment sold and is registered with appropriate government agencies to engage in these types of business will be considered for dealer status with C&B. C&B may choose whether or not they wish to do business with any such entity.

**Minimum Annual Sales Requirement:** While C&B does not require that dealers stock our products, we do require minimum net yearly purchase levels be met to maintain active account status. Generally, a minimum of \$3000 in net purchases is required to achieve this. Dealers with net purchases of less than \$3000 for 2 consecutive years will be removed from our mailing list for catalog and pricing updates. *Failure to meet minimum purchase figures is cause for C&B to reconsider dealer status.*

**Product Pricing:** All prices are subject to change without notice. C&B will to the best of its ability, keep dealer pricing on whole goods and parts up to date, but has no control over manufacturer pricing. It is recommended that prices are verified using our toll free phone numbers prior to quoting to an end user. *Prices shown on the C&B website will be honored.* C&B will have no liability for honoring prices quoted from outdated price lists. Written quotations are available on request.

**Discounts and Programs:** Available trade discounts and programs by product line are listed in “Ordering Programs” on the website, and in the “Sales Info/ Programs” tab of the print catalog. Established dealers are eligible for trade discounts as indicated in applicable programs. Not all products are available in all areas due to C&B’s territory assigned by the manufacturer or dealers being assigned a “Prime Areas of Responsibility (PAR)” for those product lines. See below section entitled “Prime Areas of Responsibility” for more information.

**Prime Areas of Responsibility (PAR):** C&B reserves the right to establish “prime areas of responsibility” (territory) for dealers of specific C&B products or product lines. Eligible product lines are determined at the discretion of C&B. Dealers that make a commitment to stock and promote these products are entitled to an exclusive trade area of a reasonable size. These dealers will be designated as “Stocking Dealers”. A dealer will only be considered a Stocking Dealer if it continues to meet all of the Stocking Dealer’s Responsibilities set forth below and receives a written Stocking Dealer Agreement from C&B spelling out the details of the PAR arrangement.



#### Stocking Dealer's Responsibilities:

- Maintain minimum inventory as required by C&B sales program and Stocking Dealer Agreement.
- Actively promote the product through print advertising, trade shows, field days, demonstrations, mail campaigns, open houses, or other promotional methods geared toward potential customers in the PAR.
- Maintain an appropriate turnover of product.
- Maintain basic parts inventory for machines stocked and sold.
- Service personnel must participate in formal or informal training made available for products included in the agreement.

#### C&B's Responsibilities to Stocking Dealers

- Direct all sales leads originating from within PAR on stocked products to the Stocking Dealer.
- Assist in demonstrations, trade shows, and field days whenever possible.
- Provide co-op for promotional costs. (See Co-Op Advertising Policy)
- Provide timely delivery of whole goods and parts.
- Provide technical and service training and back up when required.
- Provide literature and promotional material.
- C&B will not sell whole goods or parts of stocked product to any other dealer within the PAR, however C&B has no liability to Stocking Dealer in the event of sales by dealers located outside the PAR.

**Open accounts:** C&B generally does business on an open account basis upon receipt of a completed credit application. Upon making a favorable credit check, an account will be opened and the dealer will be notified in writing.

**Payment Terms:** Generally, we offer the following payment terms for our dealers:

(Non 3<sup>rd</sup> party floor plan orders)

If billed 1<sup>st</sup> through 15<sup>th</sup> of month: net due 10<sup>th</sup> of following month

If billed 16<sup>th</sup> through 31<sup>st</sup> of month: net due 25<sup>th</sup> of following month

Floor Plan for Whole Goods (see floor plan information below)

COD Net



**Cash Discounts:** Beginning in January 2012 C&B discontinued the use of cash discounts. All discounts available are shown in the applicable ordering programs.

**Credit Card Policy:** C&B will *only accept credit cards for single or multiple transaction payments up to \$2500*. If total being paid is over \$2500, we will only accept checks, ACH wire transfer or cash.

**Discount Levels:** Dealers maintaining \$5000 in net annual purchases, plus new dealers in their first full year as a C&B dealer are eligible for a 25% discount. Purchases are based on our fiscal year which runs from December 1 to November 30. If purchases fall below \$5000, discount will be reduced to 20% until such time as volume exceeds \$5000 for a fiscal year. Credit card payments will reflect a 20% discount.

**Past Due Accounts:** Dealers who are 30 days past due will be placed on credit hold. If account is on credit hold, subsequent orders will either ship COD or C&B may elect not to ship depending on circumstances. Finance charges of 1.5% per month will be applied at month end to accounts that are 30 days or more past due. C&B may cancel dealer status or cease to do business with any dealer who is past due in excess of 120 days or is persistently past due.

**Floor Planning:** C&B offers whole goods inventory floor plan financing through DLL Finance, Northpoint Financial and Wells Fargo (formerly GE) Commercial Distribution Finance. Dealers must submit applications to the appropriate financing company. Upon credit approval, any whole goods item purchased from C&B may be put on floor plan. Several floor plan programs are offered. Please inquire for additional details.

**Order Processing:** Generally, although strongly suggested, C&B does not require written purchase orders for whole goods or parts. We will accept verbal orders without a PO number providing that the person ordering gives their name plus the end user's name as a reference. Orders called in by dealers with a mandatory purchase order policy will be held until a purchase order is received for the order(s). In order to avoid discrepancies, we recommend and reserve the right to ask for a signed sales order, or a faxed, mailed or e-mailed purchase order. **C&B order entry personnel provide an emailed order acknowledgement in PDF format to the person placing the order from the dealership when the order is entered, providing the email address of the dealer contact is on file. It is the dealer's responsibility to check the accuracy of the order and report any discrepancies to C&B.** We will provide fax or email acknowledgments for any order upon request. It is strongly suggested that parts orders be placed on-line or using our toll free fax number 888-852-7406. Every effort will be made to fill orders in a timely manner using the most efficient delivery method available. Invoicing is done as merchandise is shipped.

**Delivery:** C&B uses a combination of commercial carriers as well as our own trucks to provide the most timely and efficient delivery of whole goods and parts possible. We have discounts in place with many freight carriers. In order to guarantee that our discounts are applied, all orders are shipped freight prepaid, with freight charges added to our invoice. Parts orders will be shipped UPS ground unless otherwise specified. A handling charge based on package weight is applied to all UPS orders. LTL orders will be shipped with the most economical carrier unless otherwise specified. We will ship freight collect or 3<sup>rd</sup> party bill upon request. Delivery charges on C&B trucks will be quoted at time of order if requested. C&B rates are generally based on amount of deck space required and miles from our warehouse rather than weight.

**Back Freight:** In all but a few cases prices are F.O.B. C&B warehouse, but some products are priced FOB factory with a separate charge for freight in to our warehouses. Back freight is a "net" charge added back to the product price after discounts are taken. Delivery charges are in addition to back freight. In cases where we are out of stock on an item that usually carries a back freight charge and the item ships LTL direct, back freight charges do not apply.



**Dealer & End User Pick Up Guidelines:** C&B allows both dealers and their end user customers to pick up products at our warehouses. For all pick up orders, a phone call at least 2 hours prior to anticipated arrival is expected with a list of items or orders to be picked up. For end user pick ups:

- A written copy of the dealer purchase order with the end user's name and address should be provided either by fax or e-mail at least 2 hours prior to pick up.
- End users who live outside the dealer's normal trade area (25 mile radius of dealership) will not be allowed to pick up at our warehouses.
- Equipment sold to customers outside the dealer's normal trade area must either be picked up by the dealer or shipped to the dealership first.

**Drop Shipments:** C&B will generally drop ship parts directly to dealer customers upon receipt of a purchase order or other authorization from the dealer. C&B reserves the right to refuse to drop ship parts for any particular transaction. C&B will not ship whole goods to customers outside the dealer's immediate trade area, which is considered to be a 25 mile radius from the dealership. C&B will not drop ship or deliver products for non-stocking dealers into areas covered by stocking dealers who have been given a "Prime Area of Responsibility". See above for details on "Prime Areas of Responsibility". C&B will not ship parts or whole goods outside of C&B's trade area, unless there is no other known source in that area.

**Demonstrations:** In some cases, C&B will provide dealers with equipment for demonstration to end users providing that:

- The Cummings & Bricker Equipment Demonstration Agreement has been completed and signed by an Authorized Dealer Representative and Territory Manager.
- The dealer has qualified the customer with regard to equipment performance expectations, price, ability to pay, trade in issues if applicable, and that there is an agreement that the customer will purchase the equipment upon proof that it performed as expected. Expectations of performance are to be in written form so that all parties are in agreement as to what is expected.
- If for any reason the equipment performs as expected and the customer does not purchase, and the dealer does not want to stock the item, the dealer is responsible for freight charges both to the dealer and back to C&B. This charge is to be agreed upon in writing prior to delivery of the equipment.

**Warranty Policy:** Warranty liability falls upon the manufacturers C&B represents. A separate C&B "Warranty Procedure Manual" is available to our dealers on request. Warranty length of time and policies vary from product line to product line. C&B serves as the warranty claims facilitator between our dealers and our manufacturers. All warranty claims are to be submitted through C&B's service department within 30 days of the origin of the claim. C&B will file claims with the manufacturer on behalf of the dealer and will follow through until credit is issued. C&B will mediate any warranty discrepancies between manufacturer and our dealer until settled satisfactorily. All parts shipped for potential warranty situations will be invoiced to the dealer. Freight charges on warranty parts are the responsibility of the dealer.

**Service:** C&B employs a full time service manager to assist our dealers in finding solutions to service problems and to facilitate the warranty claims process. Our dealers are expected to handle normal service issues for the end user.





**Return Goods Policy:** For inventory return to be considered the Inventory Return Authorization Form must first be completed. You will receive an Approved, Denied, or Approved with conditions response in a reasonable amount of time. The Inventory Return Authorization form is located on our website under “Dealer Policy & Authorization Forms”, this form can be complete by the dealer representative or C&B representative. Product returns will be accepted only if the following guidelines are met.

- Errors on our part: If we ship incorrect items, C&B should be notified immediately upon discovery. We will re-ship correct items as soon as possible, and we will pay return freight on incorrect items. We will instruct the dealer on how the return should be made and an RGA # will be issued. Incorrect parts will be invoiced until they are returned to us at which point credit will be issued..
- Special order items: Generally, items that are special ordered from our supplier are not returnable. C&B will make every effort to inform the dealer at time of order that items they are ordering are not returnable. In the event of a request to return special order items, C&B will ask the manufacturer to accept return. If returnable, an RGA # should be obtained prior to returning merchandise. All restocking fees imposed by the manufacturer and freight charges are the dealer’s responsibility.
- Errors on dealer’s part or in event of end user cancellation: C&B should be notified within 10 days of invoice of dealer’s wish to return. An RGA# will be issued. Full credit will be issued for the merchandise but freight charges both ways are the responsibility of the dealer.
- Other Returns: C&B will consider return of dealer inventory upon receiving a request in writing. The request should include item numbers, quantity, invoice # purchased on, and serial number if applicable. C&B reserves the right to refuse returns, to choose returnable items and to determine restocking fees, if any. Items not in new condition are not returnable. Freight charges to return products are the dealer’s responsibility.

**Shortage and Damaged Goods Policy:** In the event that a shipment is discovered to be incomplete or damaged:

- Shortages or damages on shipments of parts or whole goods should be noted on the packing or delivery slip at time of delivery.
- Shortage and damaged goods claims on deliveries made by freight carriers other than C&B must be submitted to the carrier by the dealer. Replacement items will be invoiced to the dealer and are the responsibility of the dealer.
- Shortage and damaged goods claims on C&B delivered items will be considered up to 30 days after delivery.

**Credit Reference Requests:** C&B will no longer release any credit information on our customers. If you are attempting to set up an account with a new supplier, we ask that you do not list C&B as a reference. There are several companies (Dun & Bradstreet, Experian, Equifax, Cortera, On-Deck Capital) out there that can provide suppliers with credit information.



**Co-Op Advertising Policy:** C&B will assist dealers with advertising and promotion expense as follows:

- Print, and/or digital, advertising: C&B will co-op 50% of advertising costs up to 2% of annual purchases of products advertised. C&B will consider requests beyond this limit with prior approval. Ads must be display ads and must be limited to only C&B products. Ad copy must be pre-approved by C&B. Classified ads do not qualify for co-op reimbursement.
- Shows: C&B will co-op 50% of cost of show space dedicated to our products at trade shows. This is also subject to the 2% of annual purchases limitation. A photo of the booth showing our product and copy of paid show contract is required for credit. All requests that exceed the 2% of purchases requirement will not be considered without pre-approval.
- Other promotions: All other types of promotion such as catalogs or direct mail campaigns will be considered for co-op with pre-approval only.
- Claims process: All claims should be submitted to our Carlisle, PA office no later than 60 days after ad or promotion is run. All tear sheets, copies of paid invoice and other supporting information.