



CORROSEAL DEALER PROGRAM

Policies & Procedures

CREDIT TERMS FOR NEW DEALER OPENING ORDERS

- All credit and credit limits must be pre-approved by the Rodda Paint Credit Manager prior to negotiating a buying agreement with the prospective new Dealer opportunity.
- A Continuing Personal Guarantee will be required for all new charge accounts.
- Terms of sale are Net 30 days from Invoice date, unless otherwise stated on invoice

FREIGHT POLICY

- All orders are shipped FOB Portland Oregon, or picked up at the Portland distribution center or nearest Rodda Paint Store.
- Orders shipped are collect, or prepaid and charged on the invoice as per the appropriate rate.
- International Orders are shipped using the Incoterm method “EWX”. Please refer to the International Shipping Policy 2008 included in this manual.
- Rodda Paint does not back order goods that are short shipped.
- Orders received by noon will be shipped or available for pick up the next day unless dealer is advised otherwise.

INVENTORY BUY BACK PROGRAM

- Rodda Paint currently offers no “buy back program” for Corroseal.

RETURNED GOODS POLICY

- All returned goods require prior approval from the sales rep.
- If merchandise is returned due to Rodda Paint’s error, shipping costs and full credit is covered by Rodda Paint.
- Goods returned for other reasons are subject to a 15% restocking charge and are returned at Dealer’s shipping cost.
- Goods must be current, clean and in saleable condition.
- Any returned product transactions are done under the assumption that the Dealer is continuing to sell Corroseal.

- Rodda Paint does not take back or credit goods if the Dealer is closing or changing product lines.

CORROSEAL PRICING

Please contact Sue Koleada at 800-237-1573 or skoleada@roddapaint.com for information about pricing.

SALES AIDS & POP POLICY

Sales Aids and POP are categorized into two types.....

- Store display and merchandising
- Customer consumables

All “in store display POP” (not designated as a customer “take away” piece) including literature, posters, store signage, and packaging displays as provided by Rodda Paint Co is provided to Dealers at no charge when they are opened or as new material as developed.

All “customer consumable POP” is provided to Dealers at no charge. These include 4 oz product samples, sales literature and other such items as may be developed by Rodda Paint Company.

DEALER ADVERTISING SUPPORT

Rodda Paint provides for a 50/50 co-op cost share based on 5% of the Dealer’s previous years purchases, when specifically set forth in an executed Dealer agreement.

For example: Dealer purchased \$50,000 Corroseal during calendar year. 5% of purchases = \$2500. Rodda would share 50% of Corroseal advertising costs up to \$2500 (\$1250 Rodda / \$1250 Dealer).

SALES AND TECHNICAL SUPPORT

Rodda Paint maintains direct Corroseal technical support available to all dealers and their customers from the following toll free numbers:

800-237-1573

888-4-NoRust (888-466-7878)

All customer inquiries are directed to the nearest dealer(s).

The Corroseal website at www.corroseal.com is in the process of being upgraded with application instructions, photos and videos, updated dealer and distributor lists with website links, and downloadable application and technical literature.

Corroseal sales representative, Sue Koleada, is available to attend tradeshow, conferences, vendor shows, conventions and sales meetings as her schedule permits. Sue has considerable experience with tradeshow, product demonstrations, maintaining and developing relationships with dealers' established customers and establishing relationships with new dealer customers.

CORROSEAL ADVERTISING

Currently Rodda Paint advertises Corroseal Rust Converting Primer in Boat and Harbors, Mariner's Annual, and additional advertising as opportunities arise from industry specific publications.

International Shipping Policy 2008

All international shipments will be shipped using the following Incoterm method:

***EXW - Ex-Works, named place where shipment is available to the buyer, not loaded.
The seller will not contract for any transportation.***

Please keep in mind that International Shipping (Incoterm) methods, policies, and procedures have been established to function within US Customs Import and Export Laws, and the standard policies of the international shipping community.

Rodda Paint Company can only work within the Incoterm option listed above in this policy.

This policy has been developed to help both Rodda Paint Company and the customer clearly define the responsibilities, procedures, and required information needed to fulfill the purchase order in the most expedient and economical means possible.

International Purchase Order Payment Terms: All orders shipping to countries other than within the United States or Canada must be prepaid via wire transfer, credit card, or other negotiated instrument.

All International Orders are non-refundable. Experience has shown that due to logistics of international shipment, handling, and shelf life they are not in resalable condition when returned.
All sales are final.

Purchase Order Requirements: The following is a checklist of information that must be listed before any international purchase order is accepted and processed.

- Name and invoicing address of the buyer
- Name and shipping address of the ultimate destinations – including contact name and phone number.
- Purchase order number
- Date of purchase order
- Export marks and numbers to be placed on the goods, invoices, and bills of lading
- Approved payment method
- Quantity, description, and price of the product being purchased
- Any special instructions or requests from the buyer including preferred EXW pickup location
- Contact information for buyer's designated freight forwarder

Notes:

1. If shipment is being sent collect via courier (DHL, UPS, FedEx) we will require a collect account number for the freight.

2. Rodda Paint Company will prepare our standard documentation (Commercial Invoice). The customer and/or representative will be responsible for providing their own documentation (Commercial Invoice) to their nominated freight forwarder for customs clearance and the ultimate destination.
3. Crating and Handling Charges, and cost of Heat Treated, Plastic or Specialty Pallets will be added to and included for all shipments as required.
4. Rodda Paint Company can not proceed to manufacture goods without fully knowing the requirements of the purchase order and the exact specifications of the country of importation.

Embargoed Destinations

Rodda Paint Company products may not be exported or re-exported, either directly or indirectly, to any country embargoed by the U.S. (Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria) without prior authorization from the EAR and other applicable U.S. government agencies.

Denied Persons

Rodda Paint Company products may not be exported or re-exported, either directly or indirectly, to a person or entity barred by the U.S. government from participating in export activities. Denied persons include those individuals and entities listed on the Commerce Department's Denied Persons List, the Commerce Department's Entity List, the Commerce Department's Unverified List, the State Department's Debarred Parties List, and the Treasury Department's Lists of Specially Designated Nationals.

Enhanced Proliferation Control Initiative

Rodda Paint Company products may not be used directly or indirectly in the design, development, fabrication, or use of nuclear, chemical, or biological weapons or missile technology without U.S. government authorization.

Disclaimer

This is not intended to replace the EAR or other U.S. export laws (e.g., Treasury Department embargo and sanctions regulations), but is intended as an accommodation to you to be used in conjunction with applicable laws to assist you in the export and import of Rodda Paint Company products. You are responsible for exporting Rodda Paint Company products in accordance with the requirements of the EAR and other U.S. export laws. End user, end use, and country of ultimate destination may affect export licensing requirements.. You are urged to consult the EAR, the Bureau of Industry and Security's Export Counseling Division, and other appropriate sources before distributing, importing, or using Rodda Paint Company products.

Please refer to page 3 for EXW Shipping Terms and Responsibilities

EXW – EX WORKS

“Ex Works” means that the seller delivers when he places the goods at the disposal of the buyer at the seller’s premises, not cleared for export for any collecting vehicle.

This term thus represents the minimum obligations for the seller, and the buyer has to bear all costs and risks involved in taking the goods from the seller’s premises.

However if the parties wish the seller to be responsible for the loading of the goods on departure and to bear some or all of the risks and all the costs of such, then this should be made clear by adding explicit wording to this effect in the contract of sale.

Incoterm Service	Origin Warehouse Storage	Origin Warehouse Labor	Export Packing	Loading Charges	Inland Freight	Terminal Charges	Forwarder's Fees	Loading on Ocean carrier	Insurance	Ocean/Air Freight Charges	Duty, Taxes & Customs Clearance	Delivery to Destination
Who Pays	Seller	Seller	Seller	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer



Resale Certificate

- 1 Name of Seller Rodda Paint
 - 2 Name of Buyer/Business _____
 - 3 Address of Buyer _____
 - 4 Buyer's UBI/Revenue Registration Number _____
 - 5 Buyer is in the business of _____
 - 6 Types of items purchased for resale _____
-

I (the buyer) certify that I am purchasing the items listed on line 6 (please check appropriate box):

- for resale in the regular course of business without intervening use in the regular course of business,*
- for use as an ingredient or component part of a new article of tangible personal property to be produced for sale,*
- as a chemical to be used in processing a new article of tangible personal property to be produced for sale, or*
- for use as feed, seed, seedlings, fertilizer, or spray materials in my capacity as farmer.*

I acknowledge that I am solely responsible for purchasing within the categories listed on line 6. I acknowledge that misuse of the resale privilege claimed by use of this certificate subjects me to a penalty of 50 percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

Print Name _____
(Name of Person Authorized to Use Resale Certificate)

Signature _____
(Signature of Person Authorized to Use Resale Certificate)

Effective Date _____ through _____
(Not to exceed 4 years)



Rodda Paint

CREDIT APPLICATION

Rodda Paint Company
 6107 N MARINE DRIVE
 PORTLAND, OR 97203-6409
 (503) 521-4300 • Fax (503) 521-4411

Business Name _____ **Type of Business** _____

Doing Business as (DBA) _____ **Desired Credit Limit \$** _____

Street Address _____ **Phone** (_____) _____ - _____

Billing Address _____ **Fax** (_____) _____ - _____

City _____ State _____ Zip _____ **Cellular** (_____) _____ - _____

TYPE OF ENTITY: Sole Proprietor Corporation Partnership Limited Liability Corp. Other _____

Registration Bond Co. _____ **Bond #** _____ **State** _____

Contractor's License Number _____ **Resale #** _____

P.O. Required – Yes / No _____ **Sales Tax Applicable – Yes / No** _____

Owner's Name _____ **How Long in Business** _____

Owner's Home Address _____ **Home Phone** (_____) _____ - _____

Social Security Number _____ **Spouse's Name** _____

Driver's License Number _____ **State** _____

Business Bank Name & Branch _____ **Bank Phone** (_____) _____ - _____

Checking Account Number _____ **Savings Account Number** _____

Name of Bank Rep. To Contact _____

Personal Bank Name & Branch _____ **Bank Phone** (_____) _____ - _____

Checking Account Number _____ **Savings Account Number** _____

Email _____ **Company Website** _____

CREDIT REFERENCES:

- | | |
|----------|-----------------------------|
| 1. _____ | PHONE (_____) _____ - _____ |
| | FAX (_____) _____ - _____ |
| 2. _____ | PHONE (_____) _____ - _____ |
| | FAX (_____) _____ - _____ |
| 3. _____ | PHONE (_____) _____ - _____ |
| | FAX (_____) _____ - _____ |

SALES AGREEMENT

- I/we make application to Rodda Paint (hereinafter referred to as "Seller") for credit and/or to obtain further credit with Seller. I/we further agree to the sales terms set forth herein. This agreement amends, modifies and supersedes any and all prior written and/or oral discussions and agreements. Any such prior discussions and agreements are merged herein. Terms of sale are Net 30 days from Invoice date, unless otherwise stated on invoice. Further I/we agree to be bound by all terms and conditions contained on the reverse side of seller's invoices, which terms are incorporated herein. I/We authorize seller to use 3rd parties to verify and inquire as to credit information and to make credit checks and inquiries, including contacting banks and/or other 3rd parties to obtain additional credit information.
- If credit is granted, I/we promise to pay all bills when rendered, and agree to pay interest on past due balances at 18% per annum unless agreement to such amount is not allowed by law and in that event, at the highest rate allowed by law.
- I/we agree to pay upon demand all of Seller's costs and expenses, including attorneys' fees and legal expenses, incurred by Seller in connection with collection of any amounts owed to Seller, including all attorneys' fees and other expenses relating to defenses, affirmative defenses and/or counterclaims that I or we may raise in any collection action initiated or pursued by Seller which must be resolved prior to collection by Seller of any amounts owed or enforcement of any terms of this agreement and/or a related guarantee. Seller may pay someone else (including collection agencies) to help enforce this credit agreement, and I/we shall pay the cost and expenses of such enforcement. Costs and expenses include but are not limited to all attorneys' fees and legal expenses billed by a law firm or attorney, or persons hired by a law firm or attorney, and their billings, whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (and including efforts to modify or vacate any automatic stay or injunction), appeals, and any post-judgment collection services.

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