

**DUCKWALL-ALCO STORES, INC.**  
**TRAFFIC DEPARTMENT**  
**SHIPPING AND ROUTING INSTRUCTIONS**

**GENERAL NOTICE AND CONDITIONS OF ORDER TO VENDOR**

1. IMPORTANT: THIS ORDER PLACED SUBJECT TO CONDITIONS ON BOTH SIDES HEREOF:
2. If no notification is given us within five days after receipt of a order, it is understood that the terms and conditions shown on the order are satisfactory. All settlements will be made in accordance with such terms and conditions.
3. Acceptance of this order, or shipment of any part of it, constitutes an agreement to all its specifications.
4. Shipment by you of any part of this order constitutes a warranty and certification that to the best of your knowledge and ability, all laws, rules or regulations of governmental agencies applicable to the production or sale of this merchandise have been complied with. Seller agrees that it will render purchaser harmless and defend any suit or suits filed against purchaser by reason of its purchase, use and sale of the goods covered by this purchase order.
5. **MERCHANDISE MUST BE SHIPPED in time to be received between the “to arrive” date and “cancel” date.**
  1. In addition to remedies provided by law, this order is subject to cancellation if merchandise does not arrive as specified. Merchandise may be returned at your expense. We shall also claim an allowance for each rejection of 10% of invoiced price for all expenses incurred in unpacking, examining, repacking and storing and or landing and reshipping goods. Please advise immediately if any part cannot arrive by specified date showing purchase order number and department number.
  - b. We reserve the right to keep and accept goods arriving after the cancellation date. We shall claim an allowance of 10% off cost of goods for excessive handling, expediting, and expenses caused by late arrival of goods.
  - c. We reserve the right to make payment before due date and take anticipation discount at prevailing rates.
  - d. Merchandise arriving prior to date specified will be subject to anticipation and warehouse charge of 10% per month or returned at your expense to be held until proper arrival date.
6. Under e.o.m.datings, merchandise received on or after the 20th of any month will be paid for as though received the first of the following month.
7. Payment due date is based on date of receipt of goods, date of invoice, or date of receipt of invoice, whichever is latest.
8. Duckwall-Alco Stores, Inc. does not agree to pay any interest or penalty charge due to late payment of any invoice.
9. We reserve the right to return defective merchandise, all goods sent in excess of order or when packed (inner pack or case pack) different than specified or different quality from samples on which order is placed without specific prior approval at shipper's expense.
10. Failure to comply with the instructions and/or conditions of this order will result in a \$100.00 minimum service charge or 10% of invoice, whichever is greater.
11. Discontinuance of our business by reason of fire, flood, tempest, earthquake, war or Act of God, will give us the option of canceling all undelivered orders herein, provided that reasonable notice is given of such discontinuance.
12. Your bill of lading must show the proper National Motor Freight Classification (NMFC) number. If your product is misclassified, we will bill back any additional freight charges plus \$150.00 penalty.
13. All excess transportation charges on split shipments will be charged to shipper.
14. Any deviation from routing shown on face of purchase order will result in a \$50.00 chargeback penalty in addition to any excessive freight charges.
15. On approved backorders, shipments will be shipped prepaid unless otherwise stated on purchase order or provided in writing before time of shipment.
16. We shall be indemnified for loss, or damage, caused by any act of shipper, or his agents or representative. Any additional expense, caused by improper packing, addressing, wrong classification, or failure to follow instructions will be deducted from settlement.
17. Unit of Measure abbreviations appearing on purchase orders are:  
  
CA -Case EA -Each AS -Assortment