



DII Enterprises- Import Terms and Conditions

- A. Vendor agrees and warrants to ship merchandise quoted and indicated on DII purchase order exactly as shown and represented to the buyer. Delivery of goods found to be different than offered, in any way, shape, specification, color, design, or form, shall be discarded, and all costs related to its procurement plus 25%, shall be debited from its vendor (shipper.)
- B. The importer of record and consignee shall be:
- DII Enterprises LLC
530 Neptune Ave.
Brooklyn, New York 11224 USA
Phone: 1-718-943-4300
- C. Without limitation, Vendor agrees to indemnify and hold DII Enterprises LLC., and or any of its affiliates or subsidiaries ("Store"), harmless from and against any and all loss, damage, liability, cost and expense (including counsel fees and court costs) arising out of or in any way connected with any and all litigation or claims (meritorious or not) asserted with respect to any death or injury of person (including without limitation, any employee of Store) or damage to property resulting or arising or alleged to result or arise from or out of (before or after any resale by Store) (1) any defect or alleged defect in the merchandise covered hereby, (2) the design or construction thereof, (3) any chemicals, dyes, other substances used in its manufacture, (4) the use, consumption or disposition in any manner of such merchandise, and Vendor further agrees at Store's request, to defend Store in any such litigation, however, without waiver of any Store's rights under this order.
- D. With acceptance of order, Vendor agrees to supply any and all required regulatory certification and documentation as required by the government and appointed agencies of the United States of America. (As example, all product targeted towards children ages 12 and under require a certification from an approved laboratory stating that each item on said delivery contains either no lead or lead levels within the applicable law.)
- E. Please be aware that we will debit your account if the actual cubic dimensions of shipped items are more than 10% different than the quote. The debited amount will be the cubic difference multiplied by the US dollar amount per cube noted on the DII Import Quote Sheet submitted by the vendor.
- F. Shipment for 45' containers may not be less than 75cbm, (2648 cbf). Shipment for 40'HQ may not be less than 65cbm, (2295 cbf). Shipment for 40' may not be less than 56cbm, (1977 cbf). Please contact DII for excess or short cargo instructions. LCL not acceptable. 20' Containers not acceptable. DII shall debit the account of the vendor for empty space on the container for failure to meet this requirement.

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The debited amount will be the cubic difference from the above requirements multiplied by the US dollar amount per cube noted on the DII Import Quote Sheet submitted by the vendor.

- G. In the event of a recall of an item by the government of the United States or any of its authorized agencies, DII shall immediately remove all said goods from its shelves and from stock, discard all, and shall debit the landed Store cost plus 20% from the vendor of the item.

- H. The Vendor warrants that all Lab test result certifications shall be legitimate in nature and not counterfeit or bogus. If counterfeit or falsified certifications are determined, then DII shall immediately remove all said goods from its shelves and from stock, discard, and shall debit the landed Store cost plus 50%, from the vendor of the item.

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