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# PROVIDENT DISTRIBUTION (PD)

## POLICIES AND PROCEDURES

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### Sales and Payment Terms

1. Wholesale pricing is determined by our NET pricing class. Additional discount and dating incentive opportunities are available for new releases ordered by street date.
2. As a service to the customer, in an urgent situation, PD will drop ship for a \$5.00 charge to each order.
3. No discount will be given on demos or any promotional item (i.e.: posters, samplers, premiums, displays, etc.)
4. Master Card, VISA, Discover & American Express may be used to pay for purchases. The following is required: card number, expiration date, name on card and authorized signature.
5. Payment for all sales, unless otherwise noted, is due 30 days from the date of the invoice. A finance charge not exceeding 1.5% per month (18% per year) will be added monthly to past due totals.
6. All payments must be made in U.S. funds drawn on a U.S. bank.
7. A \$30.00 service charge will be applied to any account for checks returned to PD due to Non-sufficient Funds. Additionally, that account will be placed on credit hold until the check is replaced or the redeposit clears.
8. Any payment received with no disbursement instructions will be applied to the account as "cash on account". Detailed payment instructions will be required before payment is applied to a specific invoice.
9. Any disputes in billing must be communicated within 30 days of the billing date.

### Street Date

1. It is the goal of PD to promote fair representation of its releases at all retail locations on the street dates. Product should not be available for consumer acquisition before the designated street date.
2. Any retailer found in violation of the official street date will be penalized by having subsequent new releases shipped on and not before the street date for a period of not less than three months.

### Returns

1. Stores may return overstocked product after ninety (90) days from the date of invoice with a two-year limit (from invoice) for returning product.
2. Out of Print (OP) products are not returnable and no credit will be issued for the return of these products. OP product returned to PD will not be mailed back to the sender. Once a product is placed on OP status, notice will be sent and returns on that product must be received within 60 days. If a product is not found in our current product listing, it is OP.
3. No Product will be accepted without the PD Returns Form completed and included in each box of product. Titles, stock numbers and quantities to return must match the actual product in the shipment.
4. The return label at the bottom of the PD Returns Form MUST be secured to all of the returned boxes or the shipment will be refused and sent back to the account. The label must include the account number and address.
5. Any product shipped collect freight will be refused and returned to the shipper. Return all product prepaid to:  

Provident Distribution  
Returns Department  
5584 Mt. View Road  
Antioch TN 37013
6. For product in sellable condition, PD will credit the account at 90% of the store's average purchase price over the last 2 years.
7. All returned product must be in a clean, re-sellable condition; free from dealer's price sticker marks, pen or pencil marks, damaged cases or shrink wrap.
8. Product returned in un-sellable condition will be subject to an additional 3% charge for refurbishing (including any residues from stickering, cracked cases, non- PD sticker...). PD retains the right to return any un-sellable product to the dealer at their expense.

## Returns Cont'd

8. PD cannot be responsible for packages lost in transit from the dealer to PD. It is recommended that packages be insured.
9. The following products are non-returnable: demos, displays, CD singles, maxi-singles, samplers and other marketing tools as well as complimentary product, including coupon redemption and marketing offset.
10. Only products purchased from PD bearing PD and its distributed labels' catalog numbers are returnable. No other product will be accepted. If returned product is not PD distributed titles, PD will not credit customer's account and product will not be returned.
11. All inquiries regarding returns should be directed to an account rep. Please have a copy of your PD Returns form available.

## Defective Returns

1. Defective merchandise must be separated in the returns package and identified as such on the PD Returns Form that accompanies the shipment stating the nature of the defect.
2. All defective merchandise will be credited at the 100% of the store's average purchase price. A replacement for the defective product may be obtained by placing a new order with an account representative.

## Credit Memo

1. When credit is issued, a memo will be sent out stating that the account has been credited and show the total balance due reduced by the 'credit total' shown on the memo.
2. A record of the credit memo will appear on an account's monthly statement until disbursement instructions are received by PD. PD will NOT apply the credit until these instructions are received.

## Errors in Shipment

1. All inquiries regarding errors in shipment must be directed to an account representative within 30 days of shipment.
2. Any product incorrectly shipped may be returned to PD using the PD Returns Form provided with each shipment.
3. An account will be credited in full for the merchandise and freight when there is an error in shipment.
4. PD will not be responsible for errors in shipment after 30 days from the invoice date.

## Coupon Program

1. PD will periodically offer "Instant Savings" coupons on selected projects. These coupons should be retained by the retailer and mailed to PD with a replacement order. PD will not be responsible for packages lost in transit from the store to PD. It is recommended to insure coupons.
2. PD will honor all non-expired affiliated labels' coupons for the redemption value marked on the coupon, provided they have not exceeded their expiration date.
3. Coupons cannot be redeemed for product that has been released less than 90 days.
4. PD will charge a \$1.25 exchange fee for each complimentary CD upon coupon redemption.

## Contact Information

To Contact Customer Support and Credit Department:

**1-800-333-9000**