

Bay Auto Parts, Inc.

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Sharp Auto Parts, LLC

2910 Quant Ave. N.
Stillwater, MN 55082
(651) 439-2604 or 800-737-9503
Fax: (651) 439-4247

CREDIT TERMS

At Bay Auto Parts, Inc. our most important goal is to provide our customers with prompt and courteous service. We also hope to provide quality merchandise at a reasonable cost. You can help us with our goal.

1. No credit will be extended without the prior approval of our Credit Department. Our salespeople cannot extend credit or modify credit terms without authorization of our Credit Department.
2. All charged invoices are due the 10th of the following month. Any unpaid balance will be assessed a 1.50% finance charge per month. Finance charges **MUST BE PAID** in order to continue the privilege and convenience of charging with us. All accounts must be paid by check, cash or cashier's check. We do not accept credit card payments for outstanding accounts. We will, however, accept credit cards at the time of the order if you prefer to pay that way.
3. All C.O.D. purchases must be **paid in full** upon the receipt of the merchandise. This includes any core charges. If we pick up a core with our delivery trucks, a refund check will be issued once our shop has checked in the core. Our drivers will be happy to note on your original invoice the date any cores have been picked up.
4. We bill our customers core charges on all engines, transmissions, transfer cases and axle assemblies. There may also be a core charge on a variety of other parts. It is the responsibility of our customer to return all cores in a timely fashion (within 30 days) or pay for the core. The customer is responsible for any freight charges incurred on any core returned. As a convenience to our customers who are in our regular delivery area, we will pick up the cores within 30 days of the invoice date if we are provided adequate notification they are ready.
5. Please familiarize yourself with our printed warranties and return policies that are clearly stated on each invoice you receive. Any alternate terms that have been pre-approved by our sales people should be clearly stated on the invoice. Please insist that such arrangements be clearly indicated.
6. We strongly discourage the use of third party delivery/pickup sites, but if it is necessary our policy is: Any merchandise or cores left at a third party site will be the responsibility of the customer until Bay Auto Parts, Inc. has received the item on our delivery truck or home office. If the item is lost at the third party site, the customer will be responsible for retrieving the merchandise or for full payment of the merchandise. We will make an exception for returns dropped at an agent site of Bay Auto Parts provided the customer receives a receipt from the agent site. Please contact our sales people to see if there is an agent site in your area.

Please distribute a copy of these terms to your salespeople and any other purchasing agents so they are aware of our policy. We appreciate your business, cooperation, and time for reviewing this letter and look forward to serving your needs in the future.

5/9/08