

Aftermarket Policy and Procedure Manual

for SAF-Holland Original Parts





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I. Terms and Conditions

This section defines operating rules for the distributor program, customer/distributor responsibilities, and commercial controls that support consistent aftermarket distribution practices

- A. Program Authorization
SAF-HOLLAND appoints approved Master Distributor/Warehouse Distributor entities to promote the sale of and solicit orders for SAF-HOLLAND products.
- B. SAF-HOLLAND Support Commitments
 1. SAF-HOLLAND makes available its complete line of products designed, tested, and manufactured to meet or exceed industry standards.
 2. SAF-HOLLAND makes available access to catalogs, price lists, sales and technical bulletins, advertising and promotional literature, and installation/operating/maintenance brochures; individual copies may be downloaded from SAF-HOLLAND websites or product micro sites.
 3. SAF-HOLLAND provides certain sales support through activities such as trade shows, open houses, and promotions and may provide sales/service personnel, product displays, and samples upon reasonable request.
 4. SAF-HOLLAND makes available training programs and materials at no charge to support training in sales, service, installation, and application of products; supporting tools/displays/audio visual materials may also be made available.
 5. SAF-HOLLAND provides an applicable limited express warranty depending on product; where no product specific warranty exists, warranty terms are referenced or set forth in Warranty Information.
 6. SAF-HOLLAND makes product and service parts available for shipping consistent with the Shipping section of SAF-HOLLAND Policies and Procedures.
 7. On request, SAF-HOLLAND provides assistance regarding product/component stocking recommendations to support customer satisfaction.
 8. SAF-HOLLAND provides marketing assistance through programs developed by SAF-HOLLAND, including national advertising and sales leads.

C. Distributor Responsibilities

1. Distributor must actively promote and expand product sales using inside/outside sales personnel and promote the complete SAF-HOLLAND product line within the market area; promotion must align with product use/capabilities/specifications.
2. Distributor must maintain inventory levels sufficient to serve customers and not less than mutually agreed upon in writing.
3. Distributor must coordinate in good faith with SAF-HOLLAND to set an annual sales goal, with minimum annual sales of \$100,000, and attain or exceed the agreed goal.
4. Distributor must maintain financial resources and net working capital sufficient to carry out obligations and provide evidence of creditworthiness upon request.
5. Distributor must maintain a neat/attractive place of business that protects products, provides customer access, and includes adequate tools/equipment; distributor must display SAF-HOLLAND distributor logo and maintain product information displays.
6. Distributor must obtain and maintain licenses, permits, and approvals needed to comply with applicable laws, regulations, and ordinances.
7. Distributor must maintain (or arrange for) appropriate service facilities and provide service/installation/maintenance consistent with SAF-HOLLAND instructions; distributor must make operating and maintenance instructions available to customers as provided by SAF-HOLLAND.
8. Distributor must obtain SAF-HOLLAND prior written consent for the use/content of advertising, promotional, or selling materials relating to or displaying products.
9. Distributor must not provide warranties/benefits beyond those contained in Terms and Conditions and must provide warranty service only as outlined in policies and procedures.
10. Distributor must arrange periodic training no less than once per year for sales personnel (virtual, onsite, or mutually agreed location) and arrange training/seminars for dealer and fleet personnel within the market area.
11. Distributor must maintain comprehensive/general liability insurance including products and completed operations coverage in an amount acceptable to SAF-HOLLAND and provide certificates and/or add SAF-HOLLAND as additional insured upon request.
12. Distributor must provide financial information, reports, market information, and forecasts as requested and coordinate with SAF-HOLLAND on a marketing plan to maintain customer base and convert targeted fleets using competitive products.
13. Distributor must notify SAF-HOLLAND immediately of accidents/incidents/events that might give rise to a claim involving products and notify SAF-HOLLAND of products that may cause likelihood of confusion among customers.

14. Distributor must sell/market/promote only genuine products manufactured or distributed by SAF-HOLLAND and must not sell/promote confusingly similar products; use of non genuine replacement parts may affect form/fit/function and void warranty.
 15. Upon request, distributor must provide a list of installers to whom products are sold for installation and accepts responsibility for training installer personnel in proper installation, operations, and service.
 16. Distributor allows SAF-HOLLAND to place a link to the distributor website on SAF-HOLLAND website.
- D. Operational Controls
1. Limitations on Authority: Distributor has no authority to bind SAF-HOLLAND to contractual or other legal obligations to any person/entity.
 2. Independent Contractor Status: Distributor is an independent contractor; no employment/partnership/franchise/joint venture/agency relationship is created; distributor bears its own expenses.
 3. Confidentiality: Distributor must keep SAF-HOLLAND confidential business information strictly confidential and not disclose/utilize it without prior written authorization during or after the relationship.
 4. Use of Marks and Names: Distributor may use SAF-HOLLAND marks only as approved in writing for promoting products; upon termination, distributor must discontinue use and representations; distributor must not register similar marks and must assign rights/goodwill upon request.
 5. Non Assignability / Change of Control: Distributor rights/duties may not be assigned without written consent; authorization may be terminated if business is liquidated/sold or if there is change of control/material change in management; successor may apply and SAF-HOLLAND will evaluate against qualifications/criteria.
 6. Tooling: Unless invoiced separately, tooling is SAF-HOLLAND property and under SAF-HOLLAND control; maintenance responsibility for tooling purchased/supplied by buyer is limited to reasonable working condition for up to six (6) months after last production use.
 7. Additional Charges: SAF-HOLLAND may assess reasonable additional charges for changes to orders (specifications, quantities, delivery schedule, cancellation).
 8. Specification Changes: SAF-HOLLAND may manufacture to later/current engineering specifications (including engineering changes) where interchangeability and manufacturing costs are not affected.
 9. Export Compliance: Exporting products out of the United States requires completion of the End User Certificate annually and compliance with U.S. customs, ITAR, and EAR rules.

E. Payment Terms

1. Standard Payment Term: All invoices issued by SAF-HOLLAND shall be due and payable net thirty (30) days from the date of the invoice.
2. Cash on Delivery / Cash in Advance: SAF-HOLLAND shall not make shipments on a Cash on Delivery (COD) basis. Cash in Advance (CIA) orders or shipments may be requested and shall require prior approval from the Accounts Receivable Manager.
3. Past Due Accounts: If Distributor fails to make payment within the established credit terms, SAF-HOLLAND reserves the right to withhold or suspend the processing of any orders held in house, place Distributor's account on credit hold, delay shipment, and initiate a credit review of the account. Distributors shall be notified of any such actions.

II. Ordering Information

A. General Information

1. Customer Service Department Contact Information:
Phone: +1 (800) 876-3929
Email: amsales@safholland.com
2. Distributors must provide SAF-HOLLAND with a complete list of all locations and contact information (physical addresses, shipping addresses, phone numbers, fax numbers, email addresses, URLs) and provide updates when changes occur.

B. Quote Acceptance Controls (Operationalized from "Quote Acceptance Controls")

1. SAF-HOLLAND quotations may be changed or withdrawn before acceptance.
2. Acceptance must be made on the exact terms provided and must be received within sixty (60) days from the quotation date.
3. Acceptance is not binding until ratified by a duly authorized SAF-HOLLAND representative.

C. Minimum Order Requirements

1. The minimum order requirement is eliminated.

III. Pricing Information

A. Published Price Lists

1. Prices for sales of product by SAF-HOLLAND are listed in the SAF-HOLLAND published price list.
2. SAF-HOLLAND sells products at a standard discount off the then current "Suggested List Price," except as otherwise published in SAF-HOLLAND price list and product literature.
3. SAF-HOLLAND provides current list prices upon request.

B. Price Timing and Changes

1. Prices are those in effect at the time of invoicing.
2. All prices are subject to change without prior notice.

III. Freight Policy

- A. General Shipping Terms
 - 1. All products shall be shipped FOB the SAF HOLLAND plant of manufacture or a SAF-HOLLAND distribution center, except those orders shipped from International Facilities shall be FOB destination.
 - 2. SAF-HOLLAND delivers within a reasonable period based on availability and assumes no responsibility for delays due to causes beyond its control.
- B. Carrier Selection and Shipping Method
 - 1. Orders ship by the most suitable method as determined by SAF-HOLLAND unless specifically designated by distributor purchase order at distributor cost.
 - 2. Orders qualifying for prepaid freight ship via a carrier designated by SAF-HOLLAND.
- C. Customer Pickup
 - 1. SAF-HOLLAND will notify the Distributor when material is ready for pickup.
 - 2. The Distributor shall have three (3) business days from the date of such notification to pick up the order. After this period, SAF-HOLLAND reserves the right to cancel the order and/or assess a re handling fee.
- D. Drop Shipment
 - 1. Drop shipment orders require prior approval from the Distributor's SAF-HOLLAND Sales Representative.
 - 2. Shipments shall be made only to approved ship to Distributor locations.
 - 3. No drop shipments shall be made except those approved by SAF-HOLLAND for emergencies or extenuating circumstances; a 20% handling charge shall apply to all approved drop ship orders.
- E. UPS/FedEx and Special Shipping

Shipments made via UPS, FedEx, or similar special shipping methods shall have the corresponding shipping charges added to the Distributor's invoice. The maximum claim limit for lost shipments under these methods is \$100.
- F. Expedited Shipments

SAF-HOLLAND, at its discretion, may pay the difference between expedited shipment cost and standard shipment cost for A and B items only when expedited shipping is required due to a delay in shipment caused by SAF-HOLLAND.
- G. Emergency "Unit Down" Orders

Orders for in stock material designated as "unit down" shall be shipped on the same day the order is received and confirmed, provided the order is received and confirmed by 1:00 PM EST.
- H. Freight Condition

Freight conditions shall be established upon SAF-HOLLAND acceptance of the order. If the original order qualifies for 100% prepaid freight, all subsequent shipments under that order shall utilize the same freight condition.

- I. Pre Paid Freight Program
For all orders totaling \$5,000.00 or more, freight shall be prepaid within the continental forty eight (48) states. Such shipments shall be made from the plant of manufacture or distribution center using a carrier selected by SAF-HOLLAND.
- J. Pre-Paid and Add Program
For orders under \$5,000.00, SAF HOLLAND offers a pre paid and add program, allowing customers to utilize the freight rates negotiated by SAF-HOLLAND on their behalf.
- K. Packaging
All products shall be packaged by SAF-HOLLAND in a manner sufficient to ensure acceptance by common carriers. Each shipment shall be accompanied by a packing slip and bill of lading referencing the Distributor's purchase order number and the applicable SAF-HOLLAND part number(s). UPS/FedEx shipments do not contain a bill of lading.

V. Claims for Shortages and Damages

- A. Inspection (Receiving)
 - 1. Distributor is responsible for inspecting incoming shipments and, if material is not as ordered, notifying SAF-HOLLAND within fifteen (15) days of receipt; issues should be noted on carrier delivery receipt and bill of lading; claims after this time are not accepted.
- B. Damages
 - 2. For FOB orders shipped from SAF-HOLLAND facilities or SAF-HOLLAND Distribution Centers, goods are customer property once shipment leaves SAF-HOLLAND dock; damage claims must be placed within ten (15) days of receipt with the freight carrier for FOB shipments and with SAF-HOLLAND for prepaid and add shipments (including UPS/FedEx).
 - 3. Visible damages must be noted on carrier delivery receipt and bill of lading; pictures for all damages (visible and concealed) must be provided with claim requests.
 - 4. SAF-HOLLAND investigates claims and reserves the right to decline any claim; short paying an invoice is not an approved method for notifying SAF-HOLLAND of damages.
- C. Shortages
 - 1. For FOB orders shipped from SAF-HOLLAND facilities or SAF-HOLLAND Distribution Centers, goods are customer property once shipment leaves SAF-HOLLAND dock; shortage claims must be placed within fifteen (15) days of receipt with the freight carrier for FOB shipments and with SAF-HOLLAND for prepaid and add shipments (including UPS/FedEx).
 - 2. SAF-HOLLAND investigates claims and reserves the right to decline claims; short paying an invoice is not an approved method for notifying SAF-HOLLAND of shortages or reconciling shortage claims.

VI. Returned Good Policies and Procedures

A. New Material Defect

1. Definition of New Material Defect: A "new material defect" is defined as a part not yet placed into service. Any item that has been put into service shall be evaluated under the applicable product warranty.
2. SAF-HOLLAND will authorize return of new material defect, freight collect, no handling charge.
3. All New Material Defect returns must be accompanied by a Return Goods Authorization (RGA) and returned to the SAF-HOLLAND location specified on the RGA.
4. New Material Defect items must not be packaged in the same container with other returned materials.

B. Bracket Exchange Returns

1. SAF-HOLLAND shall authorize the return of new mounting brackets in accordance with its Mounting Bracket Exchange Program. Refer to document XL AM114 for complete details.

C. Return of Surplus Material (Annual Stock Return)

1. This policy applies only to SAF-HOLLAND Master Distributors, Warehouse Distributors, and OES customers.
2. Annual/Periodic Return Limits and Fees: Eligible customers may return A and B items up to three percent (3%) of the previous year's purchases (at date/time of request) one time during a twelve (12) months period with a twenty percent (20%) restock fee, provided items are new/salable, on current list price sheet, and purchased within previous twenty four (24) months.
3. Return value is credited to the original sold to account for the price file Jan 1 of prior year.
4. Approval is required to return non standard/low volume products (C and D items); obsolete parts are non returnable
5. Return requests must include purchased part number and purchase order or invoice number from the original purchase
6. Any return not covered under the annual stock return allowance will be reviewed and handled on a case-by-case basis, with a 25% restocking fee if the return is approved and must have been purchased within previous 24 months.
7. Returned materials must have been purchased by the part number being returned and not as part of an assembly.
8. All returns require prior authorization and must be returned against a Returned Goods Authorization (RGA) number.
9. Materials must be returned freight prepaid to the SAF HOLLAND location shown on the RGA.

10. All returns must include a copy of the RGA showing RGA number, distributor name/ address, and approved materials; all returned goods must ship within thirty (30) days of authorization.
 11. Any return without required documentation is subject to additional twenty percent (20%) handling fee.
 12. Returned material must not be packaged in the same container as warranty or new defective material items
 13. SAF-HOLLAND inspects all returned material to confirm it is new and salable.
 14. Materials not in new/salable condition are deducted from resulting credit.
 15. SAF-HOLLAND notifies distributor of material not accepted; customer must provide disposition instructions within ten (10) days selecting: return at distributor expense (carrier/account info required), scrap in house at the SAF-HOLLAND location where the parts were returned, or rework at distributor expense (including freight to manufacturing facility) with rework cost deducted from credit; failed to provide disposition will result into scrapping the material without credit.
 16. This policy does not apply to products purchased through SAF-HOLLAND excess inventory sales or other sales promotions.
 17. Credits are issued only to sold to accounts that originally purchased the returned material.
 18. SAF-HOLLAND reserves the right of refusal of any product.
- D. Material Shipped in Error
1. SAF-HOLLAND authorizes return of material shipped in error, freight collect, no handling charge, if notified within fifteen (15) days of receipt; claims are not accepted after this time

VII. Warranty Information

A. Warranty Coverage

1. Except as superseded by product specific express warranties, SAF-HOLLAND warrants products without product specific warranty to be free from defects in material/ workmanship under normal use/service for two (2) years from original vehicle in service or aftermarket installation date
2. Warranty period for elevating fifth wheels is ninety (90) days from original vehicle in service or aftermarket installation date.
3. Warranty is void for products altered from manufactured condition (including intentional modification, accident, corrosion, misuse, failure to provide necessary/ reasonable maintenance) and excludes normal wear.
4. Written authorization must be obtained prior to returning parts; transportation charges and labor performed by unauthorized persons are not allowed under this

warranty.

B. Warranty Returns Process

1. All warranty returns must have prior authorization and must be returned against a Returned Goods Authorization number provided by SAF-HOLLAND or a warranty claim serialized number.
2. Warranty items must not be packaged in the same container with other returned materials.
3. SAF-HOLLAND is not responsible for claims not returned to Warranty Department within one hundred and twenty (120) days from failure date.
4. Claim submission uses the "Service Report (Claim Form)" on SAF-HOLLAND Warranty Microsite at warranty.safholland.com as referenced; after diagnosis and before expense is incurred, customer contacts Service and Warranty Department.
5. When a valid claim is received, a "Service Notification" number is issued for identification and internal tracking.
6. If coverage includes labor, an approved labor allowance will be provided.
7. If warranty parts must be returned, they must be returned per freight instructions provided upon RGA issuance and clearly marked with the RGA number or warranty serialized number on the outside of the package.
8. If warranty is denied, disposition follows customer instructions upon claim filing; if no instructions are given, material is held a maximum 30 days after denial notification, then scrapped without credit if no response is received.

C. Submission Options and Acceptance Basis

1. Warranty claims may be submitted directly by the customer, or the distributor may submit the claim on behalf of the customer; where the distributor submits, the agreement recommends invoicing the customer for claim expense and issuing credit against that invoice if appropriate after review/acceptance.
2. Warranty claim acceptance or rejection is based solely upon defective part inspection and claim data review; missing claim numbers/RGA numbers/required information may delay processing and may result in denial.

Engineering Your Road to Success

The SAF-HOLLAND® Group is one of the leading international manufacturers of suspension-related assemblies and components for trailers, trucks and buses. Our innovative products increase the efficiency, safety and environmental friendliness of commercial vehicles, contribute to the success of our customers. With around 5,500 employees worldwide, we are at the forefront of shaping the future of the transportation industry.



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