

## DOW **Smart Ship** Membership Terms & Conditions

### General Overview

**DOW Smart Ship** Membership is a monthly paid membership program which entitles you to **FREE** shipping on all items you purchase from **DOW**, with very few limitations. If it is in stock at a DOW warehouse, it ships free. Our **DOW Smart Ship** program will enhance your shopping experience with DOW by saving you time and money – As a business owner you can rest assured that the products you need for your business will ship for **FREE**, so no more time wasted shopping around, and now your business will have a known and manageable fixed cost for doing business to get the products you need for your customers. **DOW Smart Ship ~ Truly the Smartest Business Decision.**

### Free Shipping

**DOW Smart Ship** members are entitled to **Free Standard Ground** shipping on all items purchased from DOW in accordance with the following:

- **ALL** items you purchase from DOW qualify for the program, unless specifically excluded as listed below.
- There is **no minimum purchase amount** for your order to qualify for the program.
- Your order must be shipped to your ship to address within our territory; and, shipments to Puerto Rico, US Virgin Islands, and outside of DOW's territory do not qualify for this program.
- We will ship your order from the warehouse(s) of our choice and at our discretion.
- We may ship your order using the carrier of our choice and at our discretion.
- Our carriers usually do not pick-up or deliver packages on weekends or holidays.
- We do not guarantee delivery of products within the estimated shipper's transit time or by the estimated shipper's delivery date.
- Vendor territorial restrictions may apply to the items purchased, and the **DOW Smart Ship** Membership does not change or expand these territorial restrictions in any way.
- If you request a non-standard shipping method for your order that requires an additional shipping surcharge, you will be charged the amount of the surcharge the shipping company charges DOW. (Surcharges may be charged for expediting shipping, weekend delivery, LTL residential delivery, lift gate requirement, call for delivery, driver assistance delivery, COD, or other accessorial charges).
- DISH and Hughes branded receivers, antennas, and electronics are excluded from the **DOW Smart Ship** program. Your orders of these DISH and Hughes products will be subject to DOW's standard shipping policy in effect at the time.
- We reserve the right to exclude other items from the program upon notice to you.

## Paid Membership

The **DOW Smart Ship** program is a prepaid membership billed on the first of the month in accordance with the following:

- **DOW Smart Ship Membership** is a \$50 per month membership program which is automatically billed and paid using the credit card we have on file for you.
- Your membership fee will be invoiced and charged on the 1<sup>st</sup> of every month automatically until you cancel renewal of your membership.
- If you start your membership in the middle of a month, you will be charged the pro rata amount for the remaining number of days in the month. Thereafter, you will be automatically invoiced and charged on the 1<sup>st</sup> of the month going forward as indicated above.
- Our utilization of your credit cards is governed by the *On-File Credit Card Use / Maintenance Terms & Conditions* governing your on-file credit cards.
- If the credit card you have on file is declined for any reason and your membership fee is not paid, we will attempt to contact you as soon as practicable. For the period of the month that your membership remains unpaid, the shipping of your orders will be subject to DOW's standard shipping policy in effect at the time.
- The membership fee is non-refundable except as expressly provided in these Terms & Conditions.
- If taxes apply and DOW has to collect such taxes on either or both of the membership fee and the reduced shipping charges for this service, we will do so by charging your credit card.
- You can cancel your membership as explained below.

## Canceling renewal of your Membership

You can cancel renewal your **DOW Smart Ship** Membership at any time by contacting DOW Retail Services at 800-627-2900 ext. 3317 or by email at [SmartShip@dowelectronics.com](mailto:SmartShip@dowelectronics.com) informing us of your decision not to renew subject to the following:

- Contact us at 800-627-2900 ext. 3317 or by email at [SmartShip@dowelectronics.com](mailto:SmartShip@dowelectronics.com) informing us of your decision to cancel.
- Upon receiving your notice to cancel, your membership will not be renewed the following month and you will not be charged any additional monthly membership fees.
- Unless you cancel on the last day of the month, your membership will remain active until the end of the month in which you notified us of your cancellation. During the remainder of this month, you will still be entitled to the benefits of the program.
- There will be no pro-rata refund of any of the membership fee paid regardless of the day of the month we receive your notice to cancel.

## **Automatic Renewal**

Unless you notify us before renewal on the 1<sup>st</sup> of the month that you want to cancel the renewal of your membership, you understand your **DOW Smart Ship** membership will automatically renew, and you authorize us (without notice to you) to collect the membership fee, using any credit card that we have on file for you. The renewal term is for one month. All fees related to a renewal of a **DOW Smart Ship** membership are non-refundable.

## **Termination by DOW**

We may terminate your **DOW Smart Ship** membership at our discretion without notice. If we do so, we will give you a prorated refund based on the number of full days remaining in your membership for the month. However, we will not give any refund for termination related to conduct that we determine, in our discretion, violates these Terms & Conditions or any applicable law, involves fraud or misuse of the **DOW Smart Ship** membership, or is harmful to our interests, a DOW vendor, or another DOW customer. We may also terminate your account if we determine that fraudulent payment or address information was used during the sign up process. Our failure to insist upon or enforce your strict compliance with these policies will not constitute a waiver of any of our rights.

## **Conditions**

We reserve the right to accept or refuse membership in our discretion.