

DROP SHIP AGREEMENT

Orders:

1. Please submit orders via website, phone or fax. At this time we do not accept email orders. Net term customers are allowed to be on EDI order processing. If approved for net terms please contact us for details on these types of order processing.
2. Orders received after 12:00 p.m. EST, or anytime on a non-business day, should ship the next business day. We will try our best to get all orders out as soon as possible.
3. A handling charge of \$3.50 per order will be added to each order. Each shipment location is considered a separate order.
4. Drop Ship orders never qualify for prepaid (free) freight.
5. Accounts must first be verified before drop shipping is available.
6. Please provide a valid copy of your State Resale Certificate before ordering from MCS DEPOT. Note that this is not a requirement, but a serious recommendation.

Shipping:

1. All shipments are subject to carrier regulations.
2. Customer pays all shipping and handling charges on all shipments, including refusals and returns.
3. Orders shipped to Alaska, Hawaii, Virgin Islands and Puerto Rico must ship via Air due to carrier regulations. Note individual carrier service levels depending on destination. Customers may choose an upgraded service level otherwise MCS DEPOT will select the most economical service level.
4. For international shipments, you will be responsible for all duties and broker fees. These charges may be billed to you after the order has shipped. Contact info@mcsdepot.com with any specific questions.
5. In some limited cases, (such as military APO/FPO addresses) MCS DEPOT can ship via US or Canadian Postal Service. Shipments made via mail are shipped Parcel Post or Priority Mail, are not insured, and tracking is not always available. If orders ship via US or Canadian Postal Service, all losses are the customer's sole responsibility.
6. Under certain circumstances, shipping methods are determined by the weight, size or destination of the order. MCS DEPOT will use the most cost effective method to ship should this restriction impact one of your orders.
7. Orders are shipped via standard ground service. All shipping charges are calculated at Residential Delivery rates. 1-Day, 2-Day, 3-Day UPS/FedEx shipping are available upon request at the upgraded cost. Air orders ship FedEx unless otherwise noted on order.
8. Freight charges are subject to dimension and oversize carrier freight regulations. Shipping fees are non-refundable. Additional carrier surcharges applied after the order has been shipped will be billed to you.

Back Orders and Substitutions:

1. Items will be substituted for discontinued items whenever possible with items of equal or superior quality. If the substituted amount is more than the original order, contact MCS DEPOT Customer Service to credit the difference. If no substitutions are allowed, please inform us at time of the order.
2. Orders will not automatically ship complete unless you specifically request that we set up your account for all orders to ship complete.
3. Backorders will automatically ship, when product is available. They will ship and be calculated on the same terms and in the same manner as the original order. If you do not accept backorders, please inform us when placing your order.

Stock/Availability:

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1. MCS DEPOT makes every effort to have updated stock information available. As a drop-ship supplier, MCS DEPOT assumes no responsibility for stock shortages or manufacturer discontinuations.
2. MCS DEPOT cannot reserve products, or keep your inventory on-hand for drop shipping.

Returns:

1. A Return Merchandise Authorization number (RMA#) must be requested from MCS DEPOT Customer Service or online order support, and is to be marked on the outside of the shipping box for product returns. This RMA# is valid for 20 days.
2. You must ensure that merchandise is returned to receive proper credit. MCS DEPOT does not track expired RMA#'s.
3. Freight on merchandise being returned to MCS DEPOT is to be prepaid.
4. Defective merchandise including handling fee will be credited upon receipt of merchandise at MCS DEPOT.
5. Non-defective merchandise will be credited at original invoice price less freight and handling charges and restocking fees of: 20% for order 1-45 days, 30% for orders 46-90 days from invoice date. If returns are in bulk without a PO# reference, credit will be calculated at the lowest amount charged to customer for that item.
6. Merchandise must be returned in original manufacturers' box, INSIDE an outer shipping box, with enclosed documentation and parts. No returns or credit requests are accepted after 90 days of invoice/ship date.
7. Replacement product must be ordered again as a new order with a new order number and will include freight and handling charges.
8. Credit will be issued within 10 business days upon receipt of merchandise at MCS DEPOT.

Carrier Loss, Damage /Pilferage:

1. Claims for lost shipment or damage/pilferage must be reported to MCS DEPOT Customer Service within 10 days of deliver/expected delivery date. If you have filed a claim, the claim number must be given to MCS DEPOT Customer Service when you report the damage/pilferage. Original boxes, enclosed documentation and packing materials should be saved. Carriers may require on-site inspection before the product can be returned.

Mis-shipments, mis-billings and shortages:

1. Shortages, mis-shipments and mis-billings must be reported to MCS DEPOT Customer Service within 5 days of delivery date/expected delivery date. Original boxes, enclosed documentation and packing materials should be saved.
2. Mis-shipments are credited full upon notification. Any incorrect product shipments will be temporarily invoiced for inventory purposes until the item is returned and credited. This credit will offset the invoice amount. Contact your customer and return the incorrect product.
3. Replacement product must be ordered again as a new order with a new order number and will include freight and handling charges.
4. If orders are duplicated or excess merchandise is shipped, you must contact MCS DEPOT Customer Service and request an RMA#. Your customer should then be contacted and the second order should be refused or the excess merchandise returned, before credit will be given.
5. If it is proven that MCS DEPOT has made the error, a Returns Authorizations Tag may be sent for your customer to return the product freight free. When the merchandise is returned, full credit will be given. Your help in contacting your customer to return product shipped in error helps to keep MCS DEPOT's prices low and competitive.

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Cancellations:

1. Cancellation requests must be e-mailed, or submitted through the Online Support system. If MCS DEPOT is able to cancel the order MCS DEPOT will reply to your emailed request, "Cancelled per your request." If an order is unable to be cancelled it will be invoiced. If you would like your account credited you must contact your customer and either, have them refuse shipment or return the merchandise to MCS DEPOT. To be credited for freight and handling, you will have to produce MCS DEPOT's cancellation notice that states, "Cancelled per your request." Otherwise the product will be credited as a regular return.
2. Orders will be cancelled 48 hours after being placed if there is no response to emails or messages left letting you know that there is a problem with the order or if there is a slow response to requests for payment.

Termination Clause:

Either party shall have the right to terminate this Agreement upon thirty (30) days prior to written notice to the other party without cause. The Fulfillment Services customer, in addition, agrees to remove all product related images and reference given them by MCS DEPOT from their site, within the same timeframe shown above.

Confidential Information:


During the course of normal business, MCS DEPOT will provide you with confidential information, including, without limitation regarding inventory, product, practice and programs. This information must be used solely for the purpose of conducting business with MCS DEPOT and is not to be disclosed or distributed to any third party, including any competitor to MCS DEPOT, without the express prior written consent of MCS DEPOT. Upon request of MCS DEPOT, you will promptly return all copies of such confidential information or destroy all copies of such confidential information and provide a written certification of destruction. Nothing contained herein will prevent either Party from complying with any disclosure requirements of applicable law, regulations or court orders, provided that prior to any legally required disclosure, written notice will be provided to MCS DEPOT at least five (5) days before disclosure and any such disclosure will disclose only such information as is required by such law, regulation or court order.

All images supplied by MCS DEPOT of its products, including images on MCS DEPOT's website and its CD, are the exclusive property of MCS DEPOT. MCS DEPOT retains the right to all images supplied of its products, including images on MCS DEPOT's website and it's CD. You are authorized to use these images only in connection with the sale of MCS DEPOT products. No other use or distribution is permitted, and you may not use MCS DEPOT's images in connection with the purchase of products from any person or entity other than MCS DEPOT. MCS DEPOT retains the right to ask you to cease using our images for any reason. Use or distribution MCS DEPOT images for any purpose other than in connection with the sale of MCS DEPOT product(s) will be considered an agreement to license MCS DEPOT images and you will be charged accordingly. Prices and product availability are subject to change without notice. MCS DEPOT cannot be responsible for typographical errors in any catalog, printed or online. By placing an order, the Drop Ship customer accepts all MCS DEPOT terms and policies.

In no event shall either party's liability hereunder include any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage.

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This agreement stays in effect for as long as the Drop Ship customer, whose signature appears below, is purchasing merchandise from MCS DEPOT or until such time as MCS DEPOT changes its policy and states so in writing. If any Drop Ship customer wants to make any changes to this document, the proposed changes must be submitted in writing and attached, as an addendum to this document, and that addendum must have the printed names and signatures of both parties that sign below for it (the addendum) to be in effect. By providing your signature below, you indicate your agreement to the terms set forth above. By the provision of the signature of the MCS DEPOT official named below, MCS DEPOT indicates its agreement, as well, to the terms set forth above. Both parties agree to the alternative dispute resolution process before engaging in the legal process.

Signed:		Signed:	
Date:		Date:	
Printed Name:		Printed Name:	Scott White
Title:		Title:	Director, Internet Commerce
Account Number:		Street Address:	135 Maitland Street, Suite 301
Street Address:		City:	Toronto
City:		State/Prov.:	Ontario
State/Prov.:		Zip/Postal Code:	M4Y 1E5
Zip/Postal Code:		Country:	Canada
Country:		Phone Number:	(416) 944-8605
Phone Number:		Email Address:	info@mcsdepot.com
Email Address:		Website:	www.mcsdepot.com

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CREDIT CARD AUTHORIZATION FORM

This document authorizes MYCRAZYSTORE dba MCS Depot to use your CREDIT CARD for payment.

VISA MASTERCARD

Name of Institute (Bank) issuing the credit card: _____

Client Name: _____

Name of Authorized Cardholder: _____

Statement address (to which your credit card statements go)

Street Address: _____

City: _____ State/Province: _____

Zip/Postal Code _____ Country: _____

Home Phone: _____ Business Phone: _____ Fax: _____

CREDIT CARD NUMBER: _____

Expiry Date: _____ CVV# _____ Authorization Date: _____

All funds are charged in US Dollars

Signature of authorized card holder: _____

Shipping Name _____

Address: _____

Phone Number: _____

PLEASE COMPLETE, SIGN AND RETURN VIA FAX OR MAIL TO THE INFORMATION BELOW IN ORDER TO PROCESS YOUR PAYMENT:

**135 Maitland Street, Suite 301,
Toronto, Ontario, M4Y 1E5
Canada
Fax: (877) 756-POWR**

www.mcsdepot.com