

Frontier Distributing, Inc.

Terms & Conditions

Version 202601

These Terms and Conditions ("Terms", "T&C") govern all sales and transactions between Frontier Distributing, Inc. ("Frontier," "we," "us," or "our") and our customers ("Customer," "you," or "your").

These Terms and Conditions define the mutual responsibilities that guide our business relationship. By placing an order, you agree to abide by these Terms to ensure clarity and consistency in all transactions.

1. Ordering, Delivery, and Pick-Up Guidelines

Frontier Distributing, Inc. operates in Michigan, Ohio, Indiana, Kentucky, West Virginia (specific counties only), and Pennsylvania (specific counties only). Deliveries are available only within our operating area.

Once you are an approved customer, you will be assigned an order day and a delivery day. These days are subject to change at Frontier's discretion, upon reasonable notice where practicable.

Active Customer

- To stay on a regular delivery schedule, you must place at least one order every three (3) months.
- If you order less than every three (3) months, you will be considered a NAR (No Active Route) customer. You may still place orders, but delivery will be at Frontier's discretion. Frontier may, but is not obligated to, provide notice of such status change.
- If you do not order within one (1) calendar year, your account will be deactivated, and you will be required to go through the new customer process before you can place an order.

Minimum Order Requirements

- A minimum order of \$600.00 per account and location is required for delivery, subject to available inventory and fulfillment conditions. Frontier reserves the right to modify minimum order requirements upon notice to Customer.
- A minimum order of \$300.00 per account is required for pick-up, subject to available inventory and fulfillment conditions. Frontier reserves the right to modify minimum order requirements upon notice to Customer.

Orders that do not meet minimum requirements based on available and fulfillable product may, at Frontier's option, be subject to a minimum order fee, delivery surcharge, delayed fulfillment, or order modification. Any such determination will be made in Frontier's reasonable discretion.

Customer agrees to place orders in good faith and not for the purpose of circumventing minimum order requirements through the inclusion of items known or reasonably expected to be unavailable, discontinued, or otherwise unlikely to ship.

Frontier reserves the right to adjust, allocate, hold, combine, delay, or cancel any order that does not meet minimum requirements based on available inventory at the time of fulfillment. Frontier's determination of whether an order meets minimum requirements shall be final.

Customers operating multiple stores or locations are required to meet the minimum order requirement individually for each location and each delivery, regardless of common ownership. Any request to ship product for one location under another location's qualifying order may be declined. Customers choosing to

consolidate deliveries must do so through a single entity's order(s) and assume all responsibility for internal distribution, allocation, and billing.

Order Submission

- Orders must be submitted by 10:00 AM, local time for the intended delivery location, on your assigned order submission day.
- The preferred order method is the company webstore (www.webstore.frontierdistributing.com).
- Other order methods are EDI, email, phone, or fax.
- When ordering via any method other than the webstore, you must provide one of the following in addition to the part description:
 - Frontier Part Code (e.g., "109504004")
 - Product UPC Code
- Orders to the same location cannot be picked and palletized separately.

Frontier sells products in a single unit of measure, which may differ from the retail unit of measure. By placing an order, Customer represents and warrants that it understands the quantities ordered and agrees that Frontier may deny returns or credits based on misunderstandings of unit quantities.

Late Orders

- While we will make every effort to process your late order, standard delivery cannot be guaranteed.
- If you anticipate submitting a late order, you should contact Frontier's Customer Service department (see section 7) as soon as possible; however, Frontier makes no guarantee that such an order will be processed or delivered on the regular schedule.

Backorders

- Backorders are held only for promotions, special deals, and special-order non-stocked items.
- Out-of-stocks on regular orders will not be backordered.
- Any shortages of normally stocked items must be reordered.
- Shortages on regular orders will not be tracked for reshipment.

Special-Order Non-Stocked Products

- Special orders for non-stock items from our established vendor partners are welcome.
- Special orders for non-stock items must be on a separate order from regular stocked items, and the customer service team must be made aware of their special order status.
- You are obligated to accept delivery once the product arrives.
- Delivery will occur with a qualifying order meeting minimum requirements.
- Arrival times cannot be guaranteed.
- Special orders will be held as open orders until all products on that order have been fulfilled.
- Please place your special order only once to avoid duplication.
- Special order items are non-cancellable, non-returnable, and non-refundable once ordered, except as otherwise required by applicable law.

2. Delivery & Pick-Up

Frontier's delivery team will make all reasonable efforts to deliver your order inside your building, provided such efforts do not jeopardize the safety of our personnel or equipment. Frontier is not responsible for stocking, shelving, or placing product beyond initial delivery to a designated receiving area. Additionally, all deliveries must take place at ground level unless a freight elevator is available and suitable for safe use.

Pick-Up Orders

- Orders for warehouse pick-up are only allowed at our Oxford warehouse location.
- Orders for warehouse pick-up require one (1) full business day's advance notice during normal business hours for pick-up the following business day.
- Orders for warehouse pick-up must follow order submission guidelines (see Section 1).
- An appointment is required for orders being picked up at the warehouse. Please call or email the office (see section 7) to set a pickup appointment.

Delivery Schedule

- Normal delivery days are Tuesday through Friday; any planned exceptions will be communicated in advance where practicable.
- Delivery schedules are subject to change and may vary based on holidays, order volume, routing needs, inclement weather, or other factors beyond Frontier's reasonable control.

Safe Delivery

- Customer must provide a safe, accessible delivery location for the driver.
- The delivery area must be cleared of hazards and appropriately sized for delivery equipment.
- The delivery area must be maintained in a safe condition for all seasons and weather, including, without limitation, being plowed, salted, and shoveled as appropriate.
- Frontier reserves the right, in its reasonable discretion, to refuse or modify delivery if conditions are deemed unsafe for personnel or equipment.
- Customer assumes responsibility for ordinary wear and surface impact damage associated with reasonable use of delivery equipment to customers designated delivery location.
- Any pallet height or access limitations must be disclosed by Customer in advance; Frontier may refuse delivery if such conditions create safety risks or operational inefficiencies at Frontier's sole discretion. Frontier utilizes standardized pallet configurations and loading practices designed to maximize safety, efficiency, and transportation capacity across its delivery network. Customer acknowledges that Frontier cannot accommodate individual preferences or requirements regarding pallet height, weight distribution, or configuration. Customer is responsible for ensuring that its personnel, equipment, and facility are capable of safely receiving and handling standard palletized deliveries. Alternative handling requirements may be subject to additional fees or different delivery methods. Pallets are generally, but not exclusively, built up to approximately seventy-two (72) inches in height and configured for safe transport and delivery at Frontier's discretion.

Delivered Orders - Hi-Lo Unload

- Customer is solely responsible for the operation, condition, and safe use of its equipment and personnel during unloading or loading activities. All such activities must be conducted in a manner that does not create risk to Frontier personnel, product, or equipment. Frontier reserves the right to suspend or refuse unloading if conditions are deemed unsafe in its reasonable discretion.
- Product damaged during unloading by Customer personnel or equipment will not be eligible for return or credit.
- Customer shall be responsible for any loss of or damage to Frontier equipment caused by Customer's personnel or equipment during unloading or loading.

Delivered Orders - Hand & Pallet Jack Unload

- Our drivers will make a reasonable effort to move product from the truck to a designated receiving area.
- If the designated area is not at ground level, a freight elevator suitable for safe transport is required. To protect the safety of our drivers, they will not carry product up or down stairs.

- The designated area must be level and accessible to delivery equipment.
- Steep inclines or declines will be assessed by the driver for safety, and delivery may be refused or modified if deemed unsafe.
- Customer assumes responsibility for damage to flooring or surfaces traversed during delivery.

Common Carrier / LTL

- Common carrier / LTL fees may be passed on to the Customer at Frontier's discretion.
- Frontier is not responsible for damage or loss occurring during transit by third-party carriers. Customer must note any visible damage or shortages on the carrier's bill of lading at the time of delivery and pursue claims directly with the carrier.
- Delivery timing for common carrier shipments is outside Frontier's control; delivery windows are estimates only.
- Customer is responsible for unloading the product from the carrier's vehicle unless otherwise agreed in writing.
- Frontier is not responsible for property damage caused by third-party carriers.

Pallet Exchange

- Customers are required to exchange pallets for each delivery. For each pallet delivered, one pallet of like size and condition must be returned.
- Pallets must be of comparable size and in good, reusable condition.
- A per-pallet fee may be assessed for any pallets not returned, as determined by Frontier in its reasonable discretion.
- Frontier will accept excess pallets of like size and condition, subject to available space.

3. Returns, Damages, Shipment Variances, and Related Credits

No credits, deductions, or offsets may be taken by Customer without prior authorization from Frontier. Unauthorized deductions may be reversed and remain payable.

All requests must be submitted within 48 hours of delivery.

All returns require a return goods authorization ("RGA"). Contact the office directly (see section 7) to obtain authorization. A restocking fee may apply, as determined by Frontier in its reasonable discretion.

RGAs will be canceled after two (2) attempted pick-ups, or thirty (30) days from the RGA creation date, whichever is less. If product is not available after two (2) attempts or thirty (30) days, the RGA will be canceled and the customer will be responsible for payment of that product.

Frontier may require the return of any product for which credit is requested as a condition of issuing such credit.

Return to Stock (Resalable Products)

- Product must be in resalable condition, which is defined as:
 - Free from damage, markings, or stickers
 - In the original packaging and unit of measure in which it was purchased
 - Returned in the same condition in which it was delivered

Shortages and Damages (overages?)

- Customer must notify Frontier within forty-eight (48) hours of delivery regarding any shipment discrepancies, shortages, or quality issues, whether or not such issues were noted by the driver at the time of delivery.
- For Payment on Delivery ("POD") customers, verified discrepancies may be addressed at the time of delivery or through an approved RGA process.
- For terms customers, any approved adjustments will be issued via credit memo referencing the original invoice.

Expired / Short-Dated Product

- Frontier Distributing is committed to shipping product with a minimum of ninety (90) days before manufacturer printed Best By / Expiry date. Frontier will not accept returns or issue credits for product that expires after delivery due to Customer inventory management, including but not limited to slow sales, overstock, or failure to rotate stock.
- If you wish to seek credit for expired product, please contact the manufacturer representative for approval and request that they submit the credit request directly to Frontier. For manufacturer representative contact information, please contact your outside sales representative.
- Frontier does not guarantee credit for manufacturer returns.
- Product that is short-dated or expired at the time of delivery may be eligible for return or credit if Frontier is notified within forty-eight (48) hours of delivery.
- Frontier does not guarantee the sale of any product sold by Frontier and purchased by the Customer.

Product Deemed "No Credit Due"

- Products returned to our warehouse and determined to be non-creditable as defined above/in this document or other Frontier related documents or communications will not be returned to Customer.
- No credit will be applied to the customer's account for such products.

Consumer Returns

Follow manufacturer guidelines for Consumer Returns. For these guidelines, reach out to the Returns team (see section 7). For returns due to consumer dissatisfaction, the following information may be required for credit:

- Consumer name and address
- Store information
- Reason for return
- Manufacturer label and/or UPC

If required by the manufacturer, Customer must complete the Frontier Distributing Consumer Return form for such returns to be processed. For a copy of the most up-to-date form, reach out to the Returns team (see section 7).

Frontier does not accept consumer returns for products not guaranteed by the manufacturer. If you are unsure, please contact our office before submitting a return request.

Coupons / Frequent Buyer Credits

Submission instructions for non-Astro related coupons will be provided by Frontier upon request or through standard program guidelines.

For questions related to coupons, please reach out to the Credits team (see section 7).

Credit will be issued only for coupons or frequent buyer submissions that meet the applicable manufacturer's requirements, including proper documentation, valid receipts, and submission prior to expiration.

Frontier reserves the right, in its reasonable discretion, to deny coupon, frequent buyer, or similar program credit requests, including but not limited to situations involving insufficient purchase history, discontinued items, excessive or unusual credit activity, or other commercially reasonable factors. This applies to both Astro and non-Astro programs.

Should a credit be denied that Customer believes is in error, Customer may contact the Credits team (see section 7) for review, and Frontier will evaluate the request in good faith.

4. Accounting

For all accounting-related questions, you may contact your sales representative or the accounting department by calling the office directly or emailing the Accounts Receivable team (see section 7). All questions regarding invoices must be raised prior to the applicable payment due date. Submission of a dispute does not extend or modify the payment terms of any invoice unless expressly agreed to in writing by Frontier.

Terms

Customer agrees to remit full payment of all invoices on or before the stated due date. For customers mailing payment, postmarking by the due date does not constitute timely payment; payment must be received by Frontier on or before the due date. For customers utilizing ACH or electronic payment methods, funds must be visible and received in Frontier's designated account by the due date to be considered timely. Customer is responsible for selecting a payment method that ensures timely receipt of funds.

Frontier reserves the right to suspend shipments, revoke credit terms, place accounts on hold, or require alternative payment methods, including prepayment, in the event of past-due balances or repeated late payments, in its reasonable discretion.

Forms of Payment

Frontier Distributing does not accept cash due to associated risks. Frontier's delivery team does not accept any forms of payment. Acceptable forms of payment are:

- ACH / Draft (preferred)
- Credit Card (subject to applicable processing fees)
- Mailed or Parcel/Post Carrier Delivered Check (must be received by the invoice due date to be considered timely)

Fees

- Customer shall be responsible for all bank fees, processing charges, or other costs incurred by Frontier as a result of returned ACH payments, NSF checks, or other failed payment methods. In addition, Frontier may assess an administrative fee for such occurrences, in its reasonable discretion.
- A \$25 fee may be assessed for declined credit card transactions.
- A processing fee of 2% may be charged for all credit card payments. Such fee is subject to change upon notice to Customer.

Any amounts not paid when due may, at Frontier's option, accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if lower), from the due date until paid in full. Customer agrees to pay all

reasonable costs of collection incurred by Frontier, including, without limitation, attorneys' fees, court costs, and collection agency fees, to the extent permitted by law.

Title and Risk of Loss

Title to all goods shall transfer to Customer upon the earlier of (a) loading of such goods onto Frontier's delivery vehicle, or (b) tender to any third-party carrier. Frontier's delivery of goods is performed solely as an accommodation to Customer and shall not be construed as transportation-for-hire or as providing motor-carrier services for purposes of FMCSA regulations or any similar laws.

Notwithstanding the transfer of title, Frontier shall bear the risk of loss, damage, or delay to the goods while they are in Frontier's custody or control during delivery, to the extent such risks are covered by Frontier's applicable insurance policies. Customer shall bear no risk of loss during that period. For purposes of invoicing and payment terms, shipment shall be deemed to occur at the time of loading.

Frontier retains a security interest in the goods until full payment is received, where permitted by applicable law.

5. Frozen Product

Frontier maintains commercially reasonable cold-chain handling practices during the picking, staging, loading, and delivery of frozen products; however, specific internal processes are proprietary and subject to change.

Temperature Standard

- Frozen products delivered at a temperature of 28°F (-2°C) or lower are deemed to be in acceptable condition.

Delivery Acceptance and Refusal

- Frozen products must be inspected at the time of delivery.
- Any temperature concerns or product issues must be noted on the delivery documentation at the time of delivery and the affected product must be returned with the driver.
- Failure to note such issues at delivery and return the product with the driver will constitute acceptance of the product and waiver of any related claims.
- Frontier may, in its reasonable discretion, deny credit for any frozen product that is refused at delivery without documented cause.

Returns and Credits

- Frozen products are non-returnable once accepted at delivery.
- Product verified by Frontier as damaged or not meeting the stated temperature standard at the time of delivery may be eligible for credit, provided it is returned with the driver and properly documented.
- Frontier may require the return of any product for which credit is requested as a condition of issuing such credit.

Risk and Handling

- Upon transfer of title and risk of loss as defined in these Terms, Customer assumes responsibility for proper storage, handling, and temperature maintenance of frozen products.
- Frontier is not responsible for temperature deviations, product degradation, or loss occurring after delivery or acceptance.

Additional Information

- Customers seeking additional information regarding Frontier's frozen product handling practices may contact Frontier directly.

6. General Legal Terms

Acceptance; Controlling Terms

The parties have agreed and it is their intent that the battle of the forms section of §2-207 of the Uniform Commercial Code shall not apply to these Terms or to any purchase orders, acknowledgments, or other documents of Customer relating to these Terms Customer. It is the parties' intent that these Terms shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Customer and these Terms, these Terms shall control.

No Setoff or Deductions

Except as expressly authorized by a Frontier officer in writing, Customer shall not withhold, offset, or deduct any amounts from invoices. Any unauthorized deductions may be reversed and remain immediately due and payable.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FRONTIER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATED TO ANY SALE OR DELIVERY OF GOODS EVEN IF FRONTIER HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. FRONTIER'S TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM.

Disclaimer of Warranties

All goods are provided "as is" and "as available." EXCEPT AS EXPRESSLY PROVIDED BY A THIRD PARTY VENDOR DIRECTLY TO CUSTOMER UNDER A SEPARATE AGREEMENT, FRONTIER PROVIDES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE WITH CUSTOMER.

Indemnification

Customer shall indemnify, defend, and hold harmless Frontier and its officers, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's handling, storage, resale, or use of the goods, or Customer's breach of these Terms.

Force Majeure

Frontier shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to acts of God, weather, labor disputes, transportation disruptions, supply shortages, or governmental actions.

Governing Law; Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to conflict of law principles. Any legal action shall be brought exclusively in the Circuit Court for the County of Oakland, State of Michigan, or the Federal court for the Eastern District of Michigan, and the parties consent to such jurisdiction and venue.

Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Waiver

Any waiver of a provision of these Terms must be in writing from an Officer of Frontier and shall not be deemed a waiver of any other provision or of the same provision on any other occasion.

Assignment

Customer may not assign or transfer its rights or obligations under these Terms without Frontier's prior written consent. Frontier may assign these Terms without restriction.

Entire Agreement; Amendments

These Terms constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous agreements or understandings. Frontier may update or modify these Terms from time to time upon notice to Customer, and continued ordering shall constitute acceptance of such updates.

Electronic Communications

The parties agree that electronic communications, including emails and electronic order submissions, may be used to form binding agreements and satisfy any writing requirement.

7. Company Contacts

Department / Purpose	Contact
Outside Sales Reps	sales@frontierdistributing.com
Order Submission / Customer Service	orders@frontierdistributing.com
Returns / Credits / Related Questions	returns@frontierdistributing.com
General Inquiries (for non-customers)	info@frontierdistributing.com
New Account Inquiry	newaccounts@frontierdistributing.com

Area	Number
Main Office	248-969-2000
Main Office (Toll Free)	800-443-4290