

TERMS, CONDITIONS & INFORMATION (REGULAR WHOLESALE)

GENERAL

Hours of Operation: 7:30 AM - 4:00 PM (Hawaii Standard Time) Monday through Friday
Order Desk: Toll Free 1-800-459-XMAS (9627)
Office: (808) 593-2883
24-Hour Fax: (808) 593-8082
Email: Info@JosephK.com Website: www.SantasPen.com

MINIMUM ORDER

Opening order - \$250.00, Reorder - \$100.00. Orders not meeting the minimum requirements are subject to a \$15.00 service charge. Items must be ordered in the multiples shown at the time of the sale.

PRICES

All prices are net wholesale, F.O.B Honolulu, Hawaii, and are subject to change without prior notice or obligation.

SHIPPING

Our goal is to ship in-stock items within 2 business days. Personalized orders may take 5 - 14+ days from the date the order is received. Shipping and handling charges are to be paid by the customer. Merchandise is shipped either via Federal Express (2 - 3 business days) at our special economy discounted rates or USPS Priority mail (3 - 5 business days). Orders outside of the continental United States will be sent by insured USPS Priority mail. Orders sent via USPS will be charged a special handling fee of \$5.00, in addition to USPS insurance fees. A \$15.00 per box fee is charged on all C.O.D. orders. We are not responsible nor liable for delayed shipments.

PAYMENT TERMS

All orders for new accounts must be prepaid by business check or by credit card (credit cards will be processed at time of shipment unless otherwise agreed upon). The minimum order to establish Net 30 terms is \$1,000.00. To apply for credit terms, you must complete, sign and return our Credit Application Form. Credit processing normally requires 10 - 15 business days once your trade references are received. Upon

credit approval, all invoices are due within 30 days of the invoice date. Credit privileges may be revoked at any time without prior notice or obligation.

INVOICE DEDUCTIONS

Customers must pay invoices in full. Unauthorized deductions may create unnecessary complications for the settlement of your account and will result in the delay of future shipments.

FINANCE & RETURN CHECK CHARGES

Invoices not paid within the stated terms are subject to a finance charge of 1.5% per month (18% per annum) on the outstanding balance. Accounts who issue insufficient funds checks are immediately converted to COD-CASH ONLY. If invoices are not paid within terms, any applicable discounts will be reversed. A \$35.00 reprocessing service fee will be charged each time a check is returned due to insufficient funds. In an action for the collection of amounts due, we will be entitled to an award for collection costs including reasonable attorney fees.

RETURNS & CLAIMS

All sales are final, unless product is defective. Claims for damaged or defective products must be made within 10 days of **shipping date**. Defective products are exchanged or repaired at our discretion within 30 days from receipt (no refund or credit). Returns and Order Cancellations will not be accepted without our Return/Cancellation Authorization Number (RAN/CAN). Approved returns must be properly wrapped, in original and resalable condition, packed securely to avoid damage in transit, and must have the RAN printed on the outside of the shipping carton. Shipping charges are non-refundable. All non-defective merchandise returned will be subject to a minimum 15% restocking/handling fee.

BACKORDERS

Unless otherwise instructed, all backorders of \$50.00 or more will be shipped when available. Any backorder less than \$50.00 will be automatically canceled unless instructed otherwise. No freight equalization is permitted on back orders.

CANCELLATIONS

All non-personalized orders that are canceled within seven (7) days of its scheduled ship date will be assessed a 15% restocking and handling charge.

VENUE

Sales and like transactions, including collection of amounts due, shall be governed by the laws of the State of Hawaii. By placing an order or accepting goods, you will be agreeing that the service of process may be made in accordance with the rules of the courts in the State of Hawaii at the "bill to" or "ship to" address which you designate, or any other address at which you have an actual office.

PERSONALIZED AND CUSTOM ORDERS

Personalized orders, custom orders and exceptionally large quantity orders for a specific customer cannot be canceled or returned for refund, credit or replacement. Customers will be responsible for full payment for all of the above types of orders. All personalized goods and all custom orders require a 50% nonrefundable deposit at the time of order. Unless credit approval has been granted, the balance shall be due on or prior to date of delivery.

ADDITIONAL INFORMATION

Policies and item availability are subject to change without prior notice or obligation. In an effort to maintain the uniqueness of our product line, certain items may be slightly modified. As such, some of the details on the items received may vary from those shown in the catalog. Please inquire with our customer service representatives if the items ordered have had any design modifications. All designs are copyright protected. Images of our products and/or designs, regardless of the source, may not be published, in any form whatsoever including website designs, without the expressed written consent of Joseph K. & Company, LLC. All rights reserved. ***For over 30 years, our goal has been to provide excellent products and services to our thousands of customers. Your continued satisfaction is important to us. Thank you for your patronage. We wish you continued success!***

Joseph K. & Company, LLC

Send payments and correspondence to:
P.O. Box 26026 • Honolulu, Hawaii 96825

ORDER TOLL FREE: 1-800-459-XMAS (9627)

24 HOUR FAX LINE: 1-808-593-8082

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