



# WHOLESALE AGREEMENT FOR TERMS & CONDITIONS

Welcome to Good Tymes Enterprises.

The following outlines are the requirements and guidelines for a business interested in entering into an agreement with Good Tymes Enterprises. For the resale of any and all merchandise offered for wholesale.

Customers opening a New Account or an Established Account. There is a \$150.00 minimum order, we can advise and assist customers in placing their first order by contacting us by phone at 866-628-5101.

### **Three Easy Ways To Order:**

As a convenience to our customers we provide three easy ways to order from our Catalog, By Phone, By Fax, or by email with a call to our very experienced Sales people.

**Payment Method:**

**We accept:**

**Major Credit Cards:** Discover, American Express, Visa, Master Card, Debit Cards, Customers are charged only when orders are shipped. No COD Accepted.

**Net Terms** are accepted with a Credit Reference Form filled out, Companies Resale License, 3 Company References with net history.

### **RETURNED CHECKS:**

A \$30.00 fee will be charged for each check returned to us unpaid by your bank. We will only redeposit returned checks knowing customer will cover NSF amount. Reimbursement must reach us within 5 days of notification in Certified Funds please. All orders will be on "hold" status until certified funds are received. Any returned checks will result in changing payment methods to cash-only basis. Failure to pay NSF checks within 5 days will result in "hold" status and orders being cancelled and further collections action taken. Interest upon the unpaid balance will accrue at the rate of 1 1/2 percent per mo. (18% annually) until paid in full. Customer agrees to pay all costs and expenses including attorney fees. Good Tymes Enterprises. If referred to an attorney for collections or sent to collections. Customer agrees that any suit action or proceedings arising out of or relating to amounts due pursuant to this agreement shall be instituted in the appropriate state court in the Court of Washington County of Abingdon at the option of Good Tymes Enterprises and customer does hereby waive any objection it may have to the laying of venue of any such suit. Action, or proceedings and does hereby submit to the jurisdiction of said court in any such suit action and proceedings.

### **Shipping Information:**

All orders are shipped via UPS Ground or Freight Collect, Motor Freight is available on larger orders, we can advise you of the most economical way to ship your order, we do not ship to a PO Box. Freight charges are based on weight and dimension when shipped by UPS. Freight it is the responsibility of the customer and will be billed at the time of shipping.

### **Shortages / Damaged Products:**

If you receive damaged products or shortages of merchandise you must notify us within 3 days of receipt of your order. Our carriers will not insure your shipment beyond 3 days of delivery. Failure to notify us within the 5-day period we have the right to waive an exchange credit or reimbursement.

If you received damaged product please keep the original box and packing material. Call Customer Service to receive instructions on how to proceed.

Damaged products will be exchanged only (unless product is out of stock).

Typographical errors sometimes occur. If this is discovered please bring it to our attention. We apologize for any inconvenience this may cause.

### **Returns and Refusals**

1. If returning an item, please call customer service for a Return Authorization Number (RA#) in addition a 15% restocking fee may apply, any returns received by our Receiving Dept without the designated RA# visibly shown on the outside carton or an expired RA# will result in refusal of the return.

2. All unauthorized returns and /or refusals are 15% restocking fee plus original freight charge. Upon receipt of refused orders, the customer's account will be placed on "hold" status and all backorders will be cancelled. If restocking fee is not paid within 10 days of notification of fees, your account will be turned over to a collection agency and/or our attorney for immediate action. Interest and service charges will be added to your account at this time. In addition, if it is not paid within 10 days the account will be turned over to the Credit Bureau and will become part of your credit history. If you have a question regarding your order when it arrives please, **Do Not Refuse Shipment.** You can have your driver bring it back the next day (up to three times) or call our Customer Service Dept while the driver is there, **DO NOT REFUSE SHIPMENT.**

3. If any of the above instructions are not followed and account is not kept in good standing, no backorders will be honored and no new orders will be taken until account is current. Please call Customer Service for any clarification of the above. If customer does not stay within the contract of their terms backorders may be cancelled.

### **Cancellations/Restocking Fees**

All requests for cancellation must be received in writing either by fax or by phone call, and must state reason for cancellation. Cancellation for in stock product is subject to a 15% cancellation fee as product is manufactured on an as ordered basis.

### **Certificate of Resale/Exemption.**

Before any wholesale pricing or catalogs can be sent a copy of your Certificate of Resale must be received by Good Tymes Enterprises. Under no circumstances will we make an exception to this policy, Please mail or fax to us a copy of your Certificate of Resale.

**Order Status.**

If you are calling to check on the status of an order, please contact Customer Service at 866-628-5101.

**Wholesale Direct Pricing,** We can offer same pricing as manufacturer wholesale direct, our pricing is based on wholesale cost offered by the companies we distribute for.