KATHLEEN WHITAKER

wholesale@kathleenwhitaker.com

New Classic Collection | Designed in Japan



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TERMS AND CONDITIONS

PLEASE NOTE: Unless indicated, all earrings are SOLD INDIVIDUALLY. For pairs, order a quantity of two.

ORDER POLICIES FOR NEW ACCOUNTS: I. Minimum purchase order of 1500.00; 2. Resale License number must be provided; 3. Website address of store, if available; 4. Name, billing and shipping address of store; 5. Phone number, fax number and buyer's email address; 6. Owner's full name; 7. All information may be emailed to wholesale@kathleenwhitaker.com

ESTABLISHED ACCOUNTS: Minimum order of 750.00. INACTIVE ACCOUNTS: Previously established accounts that have not ordered within 12 months have become inactive. To be reinstated, inactive accounts must meet the current requirements for new accounts, placing a minimum opening order as noted above. PERSONAL ORDERS: Personal orders may be included as a part of a complete wholesale purchase order: We do not honor separate, personal orders.

TERMS: I. An invoice for each order will be generated and emailed with an estimated ship date; 2. Orders are prepaid with a credit card (Visa, Mastercard, Amex), PayPal or check (which is required to clear before the order has shipped); 3. Kathleen Whitaker Inc. will not cover any shipping charges for any orders or backorders; 4. All orders may be placed over email at wholesale@kathleenwhitaker.com; 5. Any rush orders or special deliveries will be higher price than regular ground shipping: 6. Orders are processed on a first come first serve basis; 7. All orders ship via USPS Priority Mail; 8. Exchanges and returns are granted at the discretion of Kathleen Whitaker Inc; 9. Kathleen Whitaker Inc. recommends a mark-up of 2-2.8 depending on the region / local market of the retailer.

PAYMENT: Orders are prepaid with a credit card (Visa, Mastercard, Amex) PayPal or check. All credit cards are subject to a processing fee of I.5%. A \$30 fee will be assessed for returned checks. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your financial condition so warrants. Failure to pay invoices when due, makes all subsequent invoices immediately due and payable irrespective of terms. Kathleen Whitaker Inc. may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for any nonperformance in whole or in part. We reserve the right to collect a restocking fee on any unpaid, canceled orders.

SHIPPING: Buyer shall bear risk of all loss or damage in transit. Kathleen Whitaker Inc. is not responsible for damage or loss in transit. Buyer shall be responsible to file claims with any carrier for damage occurring during shipment. Kathleen Whitaker Inc. will use diligent and commercially reasonable efforts to deliver as specified herein but shall not be liable to you in any manner for any delays in delivery. Kathleen Whitaker Inc. reserves the right to make delivery in installments and back orders shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of an installment or back order shall not relieve Buyer of his or her obligation to accept remaining deliveries.

SHIPPING CHARGES: We ship via USPS Priority Mail with shipping/handling/insurance charges as follows: orders \$500-\$800 = \$25.00; orders \$801-\$1400 = \$30.00; orders \$1401-\$2000 = \$35.00; orders \$2001-\$4000 = \$45.00; orders \$4001-\$5000 = \$55.00; orders over \$5000 will be charged a shipping fee of 1.5% of order total. International shipping charges begin at \$100.00, which includes tracking and insurance; they do not include customs fees.

HANDLING: If special handling is required to prepare your order for shipment, we reserve the right to apply a handling fee. All orders accepted and confirmed below the reorder minimum of 750.00 are subject to a Special Order fee.

CLAIMS: All claims must be made within 7 days of receipt of goods. Merchandise purchased for future use must be checked upon receipt. Failure to make a claim within the stated time constitutes acceptance of the goods as is.

DURING PEAK SEASON, SEPT. 15th - DEC. 24th; Please anticipate the possibility of a lengthened lead time; early purchase ordering and delivery is recommended. To avoid late delivery of Holiday merchandise, we may discontinue backordering on or about Thanksgiving until after Christmas.

ENTIRE AGREEMENT: Our sale to you is limited to and expressly made conditional on your assent to the typed and printed Terms and Conditions of sale on the face and reverse side hereof, all of which form a part of this order and which supersede and reject all prior writings, representations, negotiations with respect hereto and any conflicting Terms and Conditions of yours, any statement therein, whether or not signed by you. Your acceptance of the goods or payment operates as acceptance by you of our Terms and Conditions of sale. This agreement may be modified only in writing and signed by both parties. These Terms and Conditions govern all sales and products by Kathleen Whitaker to Buyer regardless of whether Buyer purchases the Products through the medium of written purchase orders, telephonic orders, Internet orders or otherwise. If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall, to any extent, be adjudged invalid by an arbitrator of court of competent jurisdiction, the remainder of the Terms and Conditions (and the application of such provision to the other persons or circumstances) shall not be affected thereby. All prices are wholesale and to the trade only. Prices are subject to change without notice. These Terms and Conditions supersed all others, written or implied.

With the exception of some parts (posts, chains, backings etc.) the jewelry is a handcrafted product. Slight variances may occur and are a natural part of the handmade process.

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