

## **Terms and Conditions**

### **Wholesale Account Requirements:**

Accounts must be an established business with valid business license and reseller permit (if applicable). They must also have a public and physical business location.

### **Minimums:**

\$200 for first orders and \$150 for reorders.

### **Prices:**

Listed prices are wholesale (U.S. dollars) and are subject to change without notice.

### **Payment Terms**

Opening orders must be credit card. Net 30 applications are accepted after the first order is successfully completed. Accounts must submit a business credit sheet (form available upon request). Approved accounts have an initial credit limit of \$1,500.00. Credit requests are processed within seven (7) business days.

Net 30 accounts agree to pay invoices by check or money order. We do not accept credit card payments for net 30 invoices. Invoices are considered 'Past Due' after 7 business days from the due date of the invoice. Accounts will be moved to credit card after their third Past Due invoice.

Past due balances are subject to finance charges of 1.5% per month. There is a \$25 service charge for returned checks.

### **Order Processing & Freight**

Please allow 2 weeks for order processing.

Freight charges are billed to the customer with the merchandise. Orders are shipped from Pasadena, California with UPS or USPS.

Store chains can use their UPS collect account at no additional charge. All others are charged a handling fee of \$5.00.

### **Cancellations**

There is no charge on orders cancelled before it leaves our warehouse. Freight and restocking fees will be charged on orders cancelled after shipment. Orders cancelled after leaving our warehouse will be charge a \$10 restocking fee.

Orders put on hold are cancelled after 14 days from the ship ready date.

**Collection**

Outstanding invoices may accrue finance, collection, court, and/or attorney's fees. Accounts turned over to collection are subject to a \$75 reinstatement fee.

**Returns**

No return of merchandise will be accepted and no credits issued without The Mincing Mockingbird's previous consent. The Mincing Mockingbird must be notified within 10 days of receipt of any incorrectly shipped orders or defective goods. A 15% restocking fee will be charged for refused or returned merchandise. All merchandise must be returned in salable condition. Credit will not be given for items returned without prior approval.

**Claims**

Any damages or shortage claims must be received no later than 10 days from receipt of order. Notice of loss or damage must be given to the carrier immediately. All packing materials and receiving paperwork should be retained for carrier inspection.

**Back orders**

Back orders under \$50 will be marked "out of stock." All back orders will be canceled after 60 days. To decline back orders, please state "No Back Orders" when placing an order.

**Acceptance of Terms and conditions**

The Mincing Mockingbird, Inc. reserves the right to change these terms and conditions at any time without prior notice.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Store Name: \_\_\_\_\_