



US Sherpa International, LLC  
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US Sherpa Wholesale Terms and Conditions of Sale

**Dealership** – US Sherpa International, LLC reserves the right to accept or reject any order. Minimum initial order for new dealers is \$300. Dealer must inform US Sherpa of all locations, including all websites, that products will be offered for sale. Third party selling on Amazon.com, Jet.com, Walmart.com is prohibited unless authorized separately. Dealers may only resell US Sherpa products to end-user (consumers) and may not resell to wholesalers, exporters, B2B accounts or liquidators.

**Ordering** – At-once orders may be placed at any time and will be filled based on inventory availability. Pre-book orders for fall delivery must be placed by March 15<sup>th</sup>. Pre-book orders will receive additional discounts and priority shipping. All orders must meet Minimum Order Quantity requirements. Please refer to our sales program for details and discounts.

**Order Cancellation** – Orders cancelled after three (3) business days of receipt by US Sherpa will be subject to a 10% recovery charge on the total cost of the order.

**Payment** – Standard payment terms are pre-paid. Net 30 terms may be established with an approved credit application. All new accounts must provide credit card information to open an account. A convenience fee of 1.5% will be applied to the total order amount when a credit card is used. Accounts with past due invoices will be assessed a late charge of 1.5% per month and all future orders will be put on hold. If a check is bounced, the customer will be held responsible for all interest, bank charges and a \$50 processing fee. Repeat offenders will be required to pre-pay all orders.

**Delinquent Payment** – US Sherpa will give three notices in the formats of an e-mail, phone call, and a certified letter. If the payment has not been resolved after three months, further action will be taken through a collection agency or other legal authorities. Customers will be held accountable for *all* costs incurred to secure payment.

**Shipping** – All orders will ship FOB Williston, Vermont. Orders will be shipped via UPS or USPS unless otherwise specified. Hand delivery is available for Burlington and the greater Burlington area with a small fee (\$10 & \$15). At-once orders will ship within three (3) business days upon receipt of order. Invoices will be included with the packing slip on all orders. Separate invoices to mailed/emailed at customer request.

**Shipping Errors** –Any item count issues (received more or less than ordered) need to be reported to US Sherpa within one week of receipt of goods.

**Returns** – If goods are received that appear defective in materials or workmanship, please contact US Sherpa for Return Authorization. Approved and verified returns will be replaced at the company’s expense. If product is not available, a credit will be given. If the merchandise is claimed as defected, it must be sent back to our facility within one month of the shipment being received. We do not give cash back once the goods have been purchased. US Sherpa will not return or exchange non-defective merchandise. No items may be returned once used.

**Insurance or Lost Items** – US Sherpa is not liable for damage or loss of goods once the package is given to the shipping carrier. If packages arrived damaged, you should make a note and take photos. Should product be lost or damaged in transit, those claims need to be taken up with the carrier. Additional shipping insurance is offered upon request and will be added to the order invoice.

**Back-Ordered Items** – Items may be back-ordered occasionally. Any back-ordered items will be billed separately. In addition, US Sherpa will waive the credit card service fee if the credit card is used for the back-ordered payment.

The above policies are binding on all customers and orders from US Sherpa International. By placing an order with US Sherpa, you acknowledge acceptance of these terms and conditions of sale.

Signature \_\_\_\_\_ Store Name \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

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These conditions supersede any terms and/or conditions included with any purchase order. US Sherpa reserves the right to make changes to these terms and conditions at any time.