

# ROUTINE BASEBALL, LLC TERMS AND CONDITIONS



1. Each order placed with Routine Baseball by buyer is, if accepted by Routine Baseball, automatically referenced to this agreement and to the Routine Baseball, LLC Retail Dealer Agreement, and both of these agreements are incorporated by this reference into each purchase.
2. We only sell wholesale for the purpose of resale. Any item purchased with the intention of resale may NOT be altered in any way. The Tags and/or Labels MUST be left intact and attached to the product. Free samples will be available, if you would like a sample of our products prior to placing an order please make your purchases through our site. Your sample purchase will then go toward your wholesale minimum order and a price adjustment will be credited toward your wholesale order. You “the buyer” will pay for each purchase in accordance with the applicable price, payment and service charge schedule in effect at the time of shipment.
3. Routine Baseball, LLC terms of payment are full payment including shipping charges before delivery of goods. For wholesale accounts, we accept the following methods of payment: MasterCard, Visa, and Company Check. All accounts are billed prior to shipping and are due in FULL before orders are poured with the exception of shipping cost, which will be billed immediately after the order is shipped. If buyer desires to purchase Routine Baseball, LLC products on net terms and can meet Routine Baseball, LLC credit requirements (please email for Credit Application), net terms may be available. The terms of sale on open or net accounts are as follows: Net 30. All orders placed through the website are a binding contract between you (the buyer) and Routine Baseball. You may edit, but cannot cancel any future line order after it has been submitted through our wholesale website.
4. If buyer’s check is not valid at the time of deposit by Routine Baseball, LLC, buyer agrees to pay a minimum of \$50.00 handling charge for each non-valid check, plus a service charge of 2.5% per month on the unpaid or delinquent amount until the amount owing is paid in full. Buyer’s payment terms will automatically become cash COD if a second check “bounces” or if the first “bounced” check is not promptly paid. Continued non-payment or late payment (if Buyer is approved for credit) will result in the termination of all agreements between Routine Baseball, LLC and buyer, and the implementation of such remedies as are legally available to Routine Baseball.
5. Routine Baseball, LLC shall have all the rights of a Secured party pursuant to the Wisconsin Uniform Commercial Code. Nothing shall prevent Routine Baseball, LLC from removing Routine Baseball, LLC merchandise from any premises to which it may be attached, upon any breach of this agreement.
6. That in the event that it becomes necessary to place the account in the hands of an attorney or collection agency, the parties liable herein agree to pay the cost of collection including attorney’s fees and court costs.
7. Merchandise may be returned to Routine Baseball, LLC only with prior permission from Routine Baseball, LLC. Routine Baseball, LLC, may reject unauthorized returns and buyer will be held responsible. The buyer will incur a return charge unless the merchandise in question was shipped to buyer in error or the merchandise is found to be defective by Routine Baseball, LLC. Routine Baseball, LLC will charge a minimum 15% restocking of merchandise cost plus shipping charges on returns it authorizes. The buyer is responsible for the returned goods until Routine Baseball, LLC receives them in “new” condition. If the returned items are not received in “new” condition, the buyer will pay the full cost of the returned items and all shipping expenses involved in the transaction as determined solely by Routine Baseball, LLC.
8. Delivery of ordered merchandise may not be refused without prior permission from Routine Baseball, LLC. Buyer will be charged a minimum of 15% restocking charge, all associated shipping charges, and the payment terms changed to Cash Prepayment.
9. We require that you have insurance on your wholesale shipment, as we can NOT be held responsible for products lost or damaged by the shipping company.
10. Wholesale prices are subject to change without advance notice.
11. I have read the above agreement, agree to its terms and conditions, and attest to the accuracy of all the information in this dealer application.