



BUSINESS TERMS – WHOLESALE CUSTOMERS

1. All prices quoted are in US\$.
2. All product ships from Austin, Texas i.e. additional freight will be payable by the customer.
3. Pricing discounts are available by negotiation based on volume orders and delivery criteria.
4. Goods are shipped FEDEX Ground (smaller shipments / cartons) OR via MAINFREIGHT (larger shipments / palletized / crates) and insured
 - a. It is the responsibility of the receiver to inspect the shipment and accept delivery only if the goods are not damaged.
 - b. Should there be any damaged discovered please notify wakaNINE within 24 hours of receipt with a description and images of the damage.
5. Property and Ownership of Goods:
 - a. All goods remain the property of wakaNINE until the buyer has discharged all outstanding obligations to wakaNINE whatsoever.
 - b. Romalpa Clause is in effect with respect to property ownership.
6. Display Samples
 - a. wakaNINE recognizes the value of customers showing display samples in showrooms and other locations.
 - b. Display samples will be supplied at the discretion of wakaNINE at a 20% discount to the list price.
7. Delivery Times:
 - a. QuickShip items ship 48-72 hours after receipt of purchase order and payment.
 - b. All other product has lead time of 6-8 weeks upon receipt of purchase order and payment.
 - c. The confirmation of order will be processed within 5 working days of receipt of order. This will be e-mailed to you.
 - d. Please note that wakaNINE is professional about processing orders, however wakaNINE is not responsible for unforeseen delays (i.e. weather, port delays, shipping company errors, etc.)
8. Returns:
 - a. All returns must be authorized within 10 days of receipt of order in 100% perfect saleable condition.
 - b. Product must be returned in original packaging with all original hardware, instructions.
 - c. Flatpack / kitset lights must be returned unassembled & no attempts made to assemble them.
 - d. Minimum restocking fee of 25% of order value and return shipping at customer cost.
 - e. If product is damaged, incomplete, etc. restocking fee greater than 25% may be assessed.
9. Initial Terms of Payment:
 - a. Orders will not ship from the warehouse without payment in full, unless prior arrangements have been made.
 - b. Payment can be made by credit card, business check, bank check or wire transfer.
 - c. Some large or custom orders may require 50% deposit to secure the order. Deposits are non-refundable.
10. Credit Terms:
 - a. Net 30 days with approved credit application.
 - b. Late payments will receive a finance charge of 1.5% per month compounded on unpaid balances.
 - c. In the event of default, retailer/client agrees to pay interest on the past due account as well as collection costs.
11. Minimum Advertised Price Policy
 - a. wakaNINE has a strict MAP policy which all customers are expected to completely comply with.

Acknowledgement

I have read the business terms above and agree to comply with them