

☼ TEXAS ☼  
TRADITIONS  
*Culinary Folk Art*

## *Terms and Conditions*

### **Wholesale Purchasing Conditions**

- Minimum opening purchase amount is \$75.00
- Minimum re-order is one case.
- MasterCard & Visa accepted.
- Prices subject to change without notice.
- Orders are accepted via phone, mail, e-mail, fax and website.
- All orders will be shipped COD or prepaid until credit has been approved.
- Net 30 days from date of invoice available with approved credit only.
- Every effort is made to ship orders within 2 business days of receipt of order, or in accordance with your requested shipping dates.
- Actual shipping charges will be added to all orders. The shipping carrier of our choice will be used unless explicit arrangements are made otherwise.
- A handling and packaging charge of 3.75 will be added for each master shipping carton used in your shipment.
- FOB Austin, Texas 78748
- Any discrepancies or problems with shipping or invoicing must be reported within 3 days of accepting shipment.
- All orders under 200#s are shipped UPS/RPS. Orders over that weight will be shipped freight collect via truck, unless otherwise requested or agreed. Export shipments determined on a case-by-case basis.
- Refused shipments will be billed for all shipping charges.
- Product prices quoted do not include shipping or COD charges.
- In-store sampling program – 1 jar per case at 2.00 per unit.

### **Wholesale Credit Terms**

- No terms will be granted until a completed application is approved and on file with Texas Traditions, Inc.
- Three trade and one bank reference is required for credit inquiry. Please allow four to six weeks for processing credit application.
- Approved accounts will receive terms of net 30 days with a credit limit determined by Texas Traditions, Inc.
- A fee of \$30.00 will be charged for a returned check.
- Accounts repeatedly late in paying may be placed on a prepaid status.
- Any account outstanding more than 90 days will be submitted to collections.
- All collection costs will be paid by the Customer, including reasonable attorney's fees, if the account is placed for collection either with or without suit.
- Buyer must complete the Texas Sales Tax Resale Certificate, which remains on file with Texas Traditions, Inc.

### **Damages/Returns**

- All claims for damages must be filed by purchaser with carrier. No deductions should be made from invoice for freight loss or damage without written approval.
- No returns without prior authorization.
- Texas Traditions Inc., will notify and instruct UPS/RPS on authorized returns.
- Restocking fee: 25% of total invoice amount.

This agreement is to be construed by the laws of the State of Texas and this agreement shall be treated as though it were executed in the County of Williamson, State of Texas and to have been performed in the County of Williamson, State of Texas. The undersigned agrees that any action relating to this agreement or the account shall be instituted and prosecuted in the court of Williamson County, Texas, and the undersigned specifically consents to the jurisdiction of said courts and to extraterritorial service of process.

All answers submitted in completing a credit application shall be deemed to be confidential and will not be reproduced, used, disclosed or distributed to any other party(s) without the express written consent of the buyer.

***Ordering from Texas Traditions, Inc., constitutes acceptance of these terms and conditions.***

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