

# Kel-Toy, Inc.

## Terms and Conditions

### Prices

- Prices are listed wholesale, USD.
- Prices are subject to change without notice.

### Orders

- Minimum opening order is \$150 and reorders are \$75. Orders below minimums may incur a service charge of \$10.
- Orders must be written by quantities above default minimum quantities as indicated in catalog and website. Some **default minimum quantities are inner packs and Kel-Toy, Inc. reserves the right to increase quantities to inner pack requirements.**
- Backorders will ship when available without notice.

### Products

- Some products of Kel-Toy, Inc. are handmade meaning that there could be variations among pieces that are the “same” product.

### Payment

- Payment is by credit card, pre-approved Net 30 terms, and for international customers we accept wire transfer.
- Opening orders are credit card only.
- We accept credit card payments with Visa, Mastercard, American Express and Discover.
- Terms of Net 30 are available upon approval for businesses more than 2 years old and well rated by credit agencies.
- A \$25 fee will be charged for returned checks

### Late Payments

- A finance charge of 1.5% (18% annually) will be added to all past due amounts.
- Customer agrees to pay all collection costs and attorney’s fees
- Delinquent accounts will be reported to credit agencies and bureaus.

### Shipping

- All orders are FOB San Francisco, California.
- Shipments will be delivered by UPS, Fed Ex, USPS or common carrier at our discretion. Kel-Toy Inc. will not be responsible for additional charges for inside deliveries.
- Special handling or shipping instructions must be specified and confirmed in advance.
- International customers are responsible for entry into destination country, including freight forwarding arrangements, customs clearance and all associated broker charges, import duties, customs fees, tariffs and taxes. Shipping and other fees for orders denied by customs or refused by customer will not be refunded.
- Due to the nature of our products, some items will be shipped in oversized cartons, which may result in higher freight cost.

### Claims and Returns

- Claims for replacement of damaged or missing items must be reported to Kel-Toy, Inc. in writing within 3 business days from receipt of shipment. Freight damage is the responsibility of the carrier. Any shipping damage must be claimed by the consignee with the carrier.

- Return of goods require a Kel-Toy, Inc. Return Authorization number and will not be accepted without prior authorization and specific instructions from Kel-Toy, Inc. Return request must be received within 10 business days of shipment.
- Returns must be received in their original condition at our San Francisco, California location.
- All returns are subject to a 20% handling and restocking fee.
- Unauthorized returns and refused shipments will be charged a 20% restocking fee and all freight charges.