





# Terms and Conditions Pg. 1

# **Products**

Inca Fashions Wholesale (referenced as IFW) is a custom manufacturer. We provide the opportunity to order our items in several fiber types and colors, subject to availability. Orders placed for out of stock colors will be notified ASAP so that options may be discussed. Current color charts are available for viewing on line, or by request; colors may be slightly off due to monitor or printer settings. Colors are used for reference only.

Products are available from stock as well as MTO - Made To Order. Stock items vary and may have limited availability. Due to the customization of our MTO products, please order timely, allowing for a manufacturing process of 8-10 weeks on MTO items. An order confirmation will be emailed to you upon submission of your order. This is to confirm receipt of your order only and does not indicate an "in stock" status. Orders are processed in the order received, date and time stamped.

#### Pricing

Wholesale pricing is a percentage off of the advertised SRP (SRP-Suggested Retail Price) on our wholesale website, <a href="https://www.incafashionswholesale.com">www.incafashionswholesale.com</a>. Discounts offered are between 40%-50% and are based on volume. The wholesale discounted pricing is displayed online for each product. Prices for the same item can vary based on fiber type. Pricing may fluctuate without notice, but confirmed order pricing will always be honored. Quantity discounts may apply.

All wholesale orders must be placed on line. This is done to insure accuracy of inventory so that items are clearly reflected as available or out of stock for your convenience. Orders will not be taken over the telephone or from emails. Your order history will be available for your reference. You may create your account with your personal information and credit cards safely secured in our protected system for ease of use. Client data is encrypted and protected by *PayPal*®. We do not keep physical card numbers on file, however you may store them in your account safely for use, as you need.

Order minimum for a first time buyer is \$500.00 (merchandise at wholesale pricing). Repeat order minimums are \$250.00 per order.

All orders placed must be a minimum of \$250.00 wholesale, on-line orders under \$250.00 will not be accepted by the system. Yearly customer orders should meet or exceed \$1000.00 in purchases annually, to maintain wholesale account level pricing. Customer orders exceeding \$1000.00 in purchases annually may be authorized to receive discounts and promotions over and above the standard offering. You will be notified with promotions, as they are available. Please visit our website for these levels of discounts.

Wholesale goods purchased at shows are subject to the predetermined wholesale rate of discount, minimum order requirements, as well as any show promotions, all other terms and conditions remain in effect.

Any and all customers residing outside the US will be responsible for all importation, fees and taxes that they may incur by their country. These fees will be handled by direct billing by USPS, FedEx or UPS. Failure to pay these fees will result in a charge to the credit card used for purchase of said duties and taxes and a \$20.00 fee.

It is recommended that retailers use the "Suggested Retail Price" (+/- 10%) as advertised for the products they represent for a minimum of 185 days. Large variances in pricing or under cutting the market on a continual basis will result in the retailer loosing their ability to be a reseller of IFW merchandise.

Actual UPS Ground or FedEx ground shipping charges will be added to orders. Shipping promotions applicable to the wholesale site may from time to time be offered. Express orders can be placed online, simply specify in the notes section.

# Wholesale specials & promotions

Special offerings are valid only for the time specified, regardless of orders placed near the promotional offering. Refunds or credits will not be applied on orders falling outside the dates of the offering. Retail offerings are not applicable to wholesale.

### Disclaimer on reselling

You may sell our products via your online or brick and mortar store, or through private sale channels. You MAY NOT sell our products on any of our third party sites (such as but not limited to Amazon.com, Amazon.ca, Ebay.com, Sears.com) throughout the world. This is a non-negotiable condition of any sale relating to any items purchased through or manufactured by IFW, or any brands from Inca Brands including but not limited to IFW, Warrior Alpaca Socks and Alpaca Golf Sweaters. By signing and agreeing to the Terms and Conditions set forth, you agree to this non-negotiable condition of resale made between you and IFW.

#### **Custom Products & Product Branding**

Custom products, per clients' specs, will be developed with a \$100.00 pre-paid, non-refundable charge. Prototype pricing will be submitted prior to manufacture and any additional charges will be due at the time of shipping. The <u>Custom Product Contract</u> must be completed, signed and returned, for the protection of all parties.

Custom Hangtags and sewn in tags are available (fee applies) on orders of 12 units or more per style, color and size may vary. (Does not apply to socks.) Tags and fabric tags will be designed and a one-time fee set up fee (barring changes in copy) will apply. Cost of design and printing will be quoted prior to beginning run. Cost of tags will be retailers responsibility, however we will gladly offer design and printing assistance through our sources.

#### Terms

Products will be invoiced in full at the time of order, including shipping charges determined by volume and weight of the order, or at the time of possession for show purchased goods. Should multiple shipments be made, no additional shipping charges shall be added.

IFW accepts Visa, MasterCard or Discover only for wholesale purchases. We do not keep credit cards on file at our offices, for your protection; however once you create an online account your information can be saved through our secure on line server. Please use our automated system for your security as it offers a protected credit card account mechanism for your convenience.

Should a balance be due on goods for any reason, it will be required to be paid at shipping. A 1.5% finance charge per month will be added to any unpaid balance after 21 days from date of invoice. No orders will be accepted by accounts in poor standing. Accounts past due in excess of 180 days will be turned over for collection though Green Flag Profit Recovery and wholesale privileges revoked.

#### Photographs & Copyright

All product images shown on <a href="www.lncaFashionsWholesale">www.lncaFashionsWholesale</a> can be used by active IFW customers, except where indicated. These images can be copied from the website directly, for use on websites without permission. Reprinting of any Inca Brands, Inc. photographs from any other website is prohibited.

Photographs shall not be used by any retailer not currently doing business with IFW (orders within 6 months). Stock photos can and are used on our site as page headers. These are *fee for use* images and have been purchased by IFW, and are not transferable. Please do not copy these images; only product images on the product pages are available for use. NO other images on any other Inca Brand, Inc. sites may be used for any reason.

All items offered by Inca Brands, Inc. or their subsidiaries are copy protected and subject to intellectual property rights. Duplication of any style is prohibited. Copyright infringement will not be tolerated. Customers not following these procedures will be sought for copyright infringement.

# Shipping

All ordered goods are shipped via UPS or FedEx Ground and freight will be charged at the time of shipment, based on location, size and weight. Orders may be shipped split so as to provide you with items as soon as possible. Shipping will be calculated and added to your total invoice for each shipment unless otherwise requested. Should any damage or loss occur, it is the receivers' responsibility to alert shipper so that we may submit a claim on your behalf. Due to online systems shipping calculators, sometimes shipping fees can be overcharged. We will credit back any overage we find at the time of shipping.

**Drop shipped** merchandise will incur a \$5.00 per order up charge. Drop shipped merchandise is not returnable to IFW, for any reason. Please contact us right away if an item is needed for drop shipping. Should you wish to order drop shipped items, simply list the recipient as your ship to and specify the item/items in the comments section you wish sent. For multiple orders or drop shipping customers, please contact us. This service is for customers in good standing who have maintained their annual purchase requirements.

# Wholesale Return Policy and Cancelations.

Only damaged goods will be considered for return on wholesale orders. Our customer control personnel checks each item before it is packaged for drop stitches, snags and manufacturing defects. Please review items as soon as they arrive. Claims on defective items must be made within 7 days of receipt of merchandise and be pre authorized. Returns based on color selection or size will not be accepted. Sale items are final sale including NAFD and or other annual promotional sales. All tags must be attached to the items, in original condition and returned in the same manner as sold. Fees will apply if tags are defaced or removed. Items must be unworn, tags must be unmarked and free from written pricing.

*Items shipped in error / omission:* Should an item be shipped in error, either by size or style, or omitted, simply notify us and we will make arrangements to get you the correct items. Should an item be omitted, please let us know, we will get it right out to you. Either case, shipping will be at our expense. An RMA number will be needed for return. No credits will be issued.

**Exchanges**. Exchanges on Wholesale items will not be authorized. As a wholesaler it is the resellers' responsibility to sell the items that have been purchased. IFW will not exchange items purchased for resale for any reason.

Claims once authorized will be for credit, not cash. No returns will be accepted without obtaining an RMA number. Please call 510-868-9337 to obtain number and return shipping address. Return address is different than the address on the shipping label. Returns submitted without RMA number will be returned to shipper at shipper's expense or will incur a restocking fee. RMA numbers once provided must be referenced on the outside of any return shipment.

Order Cancellation Policies: If needed, stock orders can be canceled prior to shipping, please contact us by phone or email.

MTO Orders can be canceled ONLY within 7 days of order date. Any orders canceled thereafter will result in loss of deposit in full.

Standard terms and conditions 9.2017 - These terms are strictly enforced.