



WHOLESALE TERMS AND CONDITIONS

1. This order is an offer upon the terms below that cannot be withdrawn by Buyer prior to cancellation date. It shall be a binding contract upon acceptance by Seller. Seller shall indicate acceptance by shipment of goods to Buyer. Buyer understands that certain styles and/or sizes and/or colors may be unavailable. Buyer will accept all available styles, sizes, and colors.
2. This order is not cancelable prior to completion date and shall be subject to the terms and conditions.
3. No returns accepted without Seller's written permission.
4. Seller will not issue credit for any allowances, deductions, or materials returned unless Buyer obtains the Seller's written consent of same within 14 days of receipt of goods.
5. Any merchandise returned to Seller which is not found to have been non-conforming in breach of the herein warranty shall be returned to Buyer.
6. Buyer shall be responsible for all shipping costs incurred in returning the allegedly non-conforming merchandise to Seller and the merchandise must be shipped pre-paid.
7. Deliveries against this order are subject to credit approval by the Seller's credit department and/or its factor at time of shipment. Seller or its factor may, at any time and from time to time, in its sole discretion limit or cancel credit of the buyer as to time and amount, and as a consequence, may require anticipation or demand payment in cash for delivery of any untitled portion of this order.
8. Terms are F.O.B. shipping point and title passes to Buyer upon delivery to buyer or the carrier.
9. Prices on this order are based on present contracts for finished garments, yarns, fabric, and supplies, and on present labor cost. Should prices for any items be increased, the prices on this order will be subject to increase.
10. All orders are taken subject to delays or non-delivery caused by any reason beyond our control.
11. All claims must be made within five days of receipt of goods.
12. Past due charges at the rate of 1 ½% times the prime rate will be assessed on invoices not paid when due.
13. No waiver, amendment, or modification of this agreement by Seller shall be effective unless in writing and signed by Seller. No failure or delay by Seller in exercising any right, power, or remedy shall operate as a waiver of the right, power, or remedy. No waiver of any term, condition, or default of this agreement by Seller shall be construed as a waiver of any other term/condition or default.
14. To be Shipped By means Day By which goods are shipped from our warehouse.
15. C.O.D. POLICY
 - a. A 25% to 50% deposit is required at the time each purchase order is written.
 - b. All shipments must be paid by cash or certified check.
 - c. All or any part of the order that is not accepted is subject to a non-refund of your deposit. If a shipment is refused there will be a \$50.00 handling fee deducted from your deposit.
 - d. Your deposit amount will be applied towards your outstanding balance once the last shipment of the corresponding purchase order.
 - e. Due to processing, The Shipper will be allowed to ship 15 days after completion date.
 - f. Your store will be contracted before any shipment is made. If you do not respond to our initial call (with approval) within 7 days, your order will be considered cancelled and your deposit will not be refunded.