

## Guaico

### Terms and conditions of sale

- 1) Prices & Payments: Payments will be accepted in the form of wire transfer only. Orders must be prepaid, no goods will be released until funds are cleared.
- 2) Minimum Purchase Amounts: Items quantity are regulated, minimum quantity applies.
- 3) Shipping & Deliveries: Shipments are made using US Postal Service or UPS Ground. Other couriers can be used if requested, customers can adhere to make alternative arrangements. Buyer assumes responsibility for all shipping or freight charges unless otherwise agreed upon and mentioned on their invoice. Any issues with damaged merchandise, packages/pallets lost or damaged must be claimed with buyer own insurance providers.
- 4) Return Policy: All sales are final, Guaico does not accept returns. Any misinformation must be reported within 3 business days of receiving merchandise. Any approval of returns will be of unused items only and will face 45% restocking fee. Buyers are obliged to read all descriptions and details in the emails and product offers.
- 5) Orders: Guaico reserves the right to refuse any order placed for any reason.
- 6) Storage: A storage fee of \$30 per pallet will be required if buyers do not collect goods within 14 days of purchase.
- 7) Disputes: Any dispute, litigation or mediation will take place in the state of California. Fees involved will be the responsibility of the buyer. The customer is also responsible for any chargebacks and outstanding balance owed to Guaico.
- 8) Service Description: We are a wholesaler facilitating the distribution of skincare, cosmetics, fragrances, grocery, electronics, toys and other goods, occasionally deals may arise outside our main goods. Guaico is not a distributor of any brand or merchandise unless specifically stated.
- 9) Subject to Prior Sale: All items are subject to prior sale. The vast majority of merchandise we offer to clients is in stock and in our warehouse however, we do sometimes offer products that we do not own or that are inbound to our warehouse. Unless otherwise stated, Guaico does not claim to have merchandise in stock. A reasonable period of time will be given to process and ship all orders. That does not include lead time as they may be given to you either through email or orally.
- 10) Required Licenses & Taxes: We take no responsibility in any dealings with the IRS or other government agencies concerning taxes, both federal and state, gross receipts, sales and privilege taxes, duties and import or export fees or similar liabilities on your purchase. All parties have all the required permits and licenses for the purpose of conducting business through the sales and purchase of wholesale merchandise usually, but not limited to a resale certificate. By signing this agreement, you are acknowledging that you do in fact have a resale certificate and that you are tax exempt on your purchase.
- 11) Cancellations: ALL ORDERS ARE FINAL. NO CANCELLATIONS. Once the sale has been established, we do not accept change of mind due to more competitive pricing elsewhere issues with product listing, buyer's remorse or any other reason. Purchase orders and submitting payment are legally binding agreements to purchase the merchandise! NO CANCELLATIONS WILL BE ALLOWED FOR THESE

REASONS! By signing this agreement, the buyer agrees that if they submit a purchase order they are submitting a legal document guaranteeing that they are purchasing the goods and that they will submit a payment within 5 business days unless there is a lead time and it is mentioned on their invoice. Failure to remit payment may result in Bulk Retailers acquiring counsel with an attorney to pursue you for the funds, which you are obligated to pay. Buyer pays for all litigation fees.

- 12) Dating / Batch Codes: All Expiration dates are USUALLY provided at the time that the product is offered. If it is not provided, it is the buyer's responsibility to request that information from Bulk Retailers. Bulk Retailers is a closeout / Distribution company and some products may have older batch codes or may even be expired. We take no responsibility and will not accept returns due to these reasons. There are also cases where an item only has a batch code and it is not possible to determine the age of the product. does quality control checks on all merchandise to ensure they are not the wrong color, smell, or consistency. Please note, we cannot take responsibility for any Item that is restricted to sell on Amazon, restricted to send to FBA, or restricted on any other marketplaces. It is the buyer's responsibility to make sure before buying that he/she/they is eligible to sell these products. We do not claim to be authorized re-sellers or distributors of any of the brands we are offering unless otherwise stated. We also cannot take responsibility for any item that becomes restricted after the sale. We will not be able to cancel any order for this reason after receiving a purchase order or payment. No refund will be issued for any of these reasons. Once Bulk Retailers has a mutual agreement with a buyer that an order is considered finalized, whether in writing or by oral agreement, it CAN NOT be cancelled & the order is NON-REFUNDABLE.

I the undersigned, warrant that the information contained in this application is true and correct. I accept Terms of Sale.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_