

365WHOLESALE

CONDITIONS OF SALE

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Dear Valued Customer — please read the conditions carefully, sign, and return. These terms govern all orders with 365Wholesale.

CLAIMS, SHORTAGES & ERRORS

1. Claims — 5-Day Window

All claims for damages, shortages, shipping errors, or non-conforming goods must be submitted in writing within five (5) business days of receipt. Buyer must inspect all merchandise immediately upon delivery. Failure to notify within this window constitutes a full waiver — no exceptions.

ORDER & RETURN POLICIES

2. Non-Returnable & Final Sale Items

(i) Imprinted merchandise, special orders, and overseas orders cannot be returned except for 365Wholesale-verified defects, then only for credit. (ii) Blank merchandise — all sales are final. (iii) Deposits are non-refundable. (iv) Embellishing brands such as Apple, Bose, or Amazon voids the manufacturer warranty. Alternative imprint options must be approved with 365Wholesale before ordering.

RETURN PROCEDURE

3. Return Authorization Required

(i) Buyer must obtain written return authorization (RA) from 365Wholesale before shipping goods back. Returns without RA will be refused at Buyer's expense. (ii) Return shipping is at Buyer's cost. (iii) Merchandise must be in original, unopened packaging. Five (5) business day inspection period applies. (iv) If confirmed defective, credit will be issued in the original payment method or replaced with blank/re-imprinted merchandise.

MANUFACTURER'S WARRANTY & DEFECTIVE RETURNS

4. Warranty Policy

Embellishment or imprinting on any item voids the manufacturer's warranty. For defective embellished items, Buyer must deal directly with the manufacturer. 365Wholesale makes no warranties beyond those of the original manufacturer. Total liability is strictly limited to the original purchase price of the goods in question.

UNPAID BALANCES, FEES & LIABILITY

5. Fees & Liability Cap

Unpaid balances accrue interest at 10% per annum from the due date. If 365Wholesale retains counsel, Buyer agrees to pay all reasonable attorney fees and collection costs. A 3.0% processing fee applies to all credit card payments — pay by check or wire/ACH to avoid this fee. Total aggregate liability shall not exceed the purchase price of the specific goods. Consequential, incidental, or indirect damages are excluded in all cases.

CANCELLATIONS, SAMPLES & GOVERNING LAW

6. Cancellations & Governing Law

Orders cannot be canceled once production has commenced. 365Wholesale cannot hold merchandise pending payment. All samples are non-returnable and non-refundable. Any dispute shall be subject to the exclusive jurisdiction of the state or federal courts of New York, governed by New York law. Buyer waives any right to a jury trial.

ACKNOWLEDGEMENT & AGREEMENT

By signing below, Buyer confirms they have read, understood, and agreed to all conditions above.