

Terms of Sale and Information

*****NOTE CHANGES – PLEASE READ CAREFULLY*****

****NEW ACCOUNTS:**

USA Accounts: OPENING Order: \$150.

All orders will be shipped Master Card, Visa or Check in Advance until a CK Products Credit Application has been received and approved. No COD's.

RETURNED CHECKS: \$50 returned check fee for all checks returned by your bank as unpaid.

Credit Terms: Terms are net 30, FOB Point of Origin

A late fee of 2% will be assessed on unpaid balances after 30 days. Past Due Accounts will not be shipped on credit terms. Past Due Invoices paid by Credit Card will have the 2% late fee added to the invoice balance.

Minimum Order: \$150/ORDER

All orders must be at least \$150 to be processed. Minimum waived on orders of full cartons or cases requiring no additional boxing or repackaging.

\$25 premium for below minimum order.

Orders may be placed by phone, fax, mail, email, or on our website (account number & password required). Please include your Company Name, Your Name, Company Address, Phone Number and Account Number on all orders **faxed or mailed** to us. Please include correct quantities and CK item number on all orders. CK will not be responsible for incorrect items sent for missing item numbers or wrong quantities not included on order.

Adding on to orders:

Domestic - add-ons are no longer allowed, a new order is required.
International - only one add-on per existing order.

NON-USA Accounts: OPENING Order: \$500 USD net

Minimum Order: \$500 USD net/ORDER

No credit terms available for locations **not** in the United States.

Payment with order, credit card (Master Card or Visa only) or Bank Transfer.

International bank transfer payments: There will be a \$30 service fee added to the transaction.

International and class fifty orders greater than \$1,000 will be held for backorders, all other orders will be shipped as is.

Orders may be placed by phone, fax, mail, email or on our website (account number & password required).

Please include your Company Name, Your Name, Company Address, Phone Number and Account Number on all orders **faxed or mailed** to us.

****SHIPPING CHARGES: Non-delivered**

Charges for UPS/FedEx Ground shipments, LTL and full truckload are based on best way. If you require special handling services such as overnight, lift gate, inside delivery or residential delivery there will be additional expenses added to the freight charges. Please contact CK Products for a revised quote to reflect any of the requested services. Non-standard pack items (pails & cake boxes) shipped via UPS/FedEx Ground will be charged an additional \$6/item handling fee. If you plan to ship your goods freight collect please note that with the required account information when placing your orders. Collect freight accounts will be subject to a \$10.00 handling fee per order. There will be a \$20.00 per pallet storage fee on all held orders.

****TRUCK & INTERNATIONAL ORDERS: HANDLING FEES & PALLET (\$8.50/wood pallet, \$12.00 plastic pallets) CHARGES WILL BE INCLUDED**

****PICK UP ORDERS: 48 HOUR MINIMUM ADVANCE NOTICE REQUIRED** Please call or Fax your orders **Two Business Days BEFORE date of pickup to avoid long delays or disappointment.** Any order received after 2:00 pm, EST will be considered next business day. Pick up hours are 8:00 am to 4:30 pm EST. If you have an add-on to your order, please allow 24 hours for processing. Date of pickup required when order is placed.

****RETURNS & SHORTAGES:**

We do not sell on consignment. EDIBLE products may NOT be returned (unless incorrect items were shipped by CK Products). Shopworn, priced, loose merchandise not in the original container or merchandise over 30 days old (from invoice date) may NOT be returned.

FOOD PRODUCTS SHIPPED ARE SHIPPED AT THE PURCHASERS RISK AND ARE NOT GUARANTEED AGAINST WEATHER RELATED DAMAGE (i.e. FREEZING, MELTING, DISCOLORATION, DETERIORATION).

** To return merchandise, please call one of our customer service representatives at 888.484.2517 to receive a RAN (Return Merchandise Number). No merchandise will be accepted without a RAN. Unacceptable returns will be returned at the shipper's expense or destroyed. Acceptable returned items are subject to a 25% restocking fee. Shortages must be reported within 3 DAYS after receipt of merchandise. Please check carton & packing materials carefully as small items can easily be overlooked. Please pack returned merchandise carefully. Returned items must be received back in salable condition (including original outer boxing & no price tags on product) for credit to be issued. Any canceled items will be subject to a 25% restocking fee.

****PRICING:**

Orders are accepted on the condition that they are billed at price prevailing at the **date of shipment**. Prices are subject to change without notice. All pricing on your invoice is WHOLESALE.

****BACKORDERS & STOCK OUTS:**

Items that are temporarily out of stock are **not** automatically backordered unless you've requested your account to be set for backorders. We encourage you to discuss our backorder process with a customer service representative in effort to improve servicing your business.

Backorders less than \$25 are automatically canceled.

****INTERNET MARKETPLACE SELLERS**

Reseller shall not promote, market, advertise, offer to sell or sell any product on or through any online marketplace or auction service (e.g. eBay, Amazon Marketplace or like websites), except as may be expressly consented to by CK Products LLC in writing and in advance, and it being understood that CK Products LLC may withdraw its consent at any time.

Printed Name: _____ Title: _____

Customer Signature: _____ Date: _____ Business Name _____

POLICY & PROCEDURES FOR DAMAGES, RETURNS, SHORTAGES, SPECIAL ORDER, ETC

*****NOTE CHANGES*****

Please report all damages, shortages, shipping errors to CK via mail, phone or fax upon discovery, within 3 DAYS of receipt of merchandise or invoice.

DAMAGES

• Shipments via UPS/FedEx Ground

If the shipment contains cartons that are obviously damaged, open or resealed, please refuse the suspect cartons. You may accept the other cartons in the shipment and refuse only the cartons that are damaged, open, etc. Report "concealed" damages to CK within 3 days of delivery. We will contact the carrier to arrange for an inspection of the damage at your location or have the carrier return the carton to us for inspection here. If product is accepted and damages are found, please keep in original package and take pictures of outer box & damaged product.

NOTE: you **MUST** keep the original shipping cartons (with shipping labels intact) and the packing materials for any claim to be honored until an inspection has been performed or you are instructed otherwise by CK personnel. We will issue you a credit or replacement and start claim proceedings upon notification that damage has occurred.

• Shipments via COMMON CARRIER (TRUCK)

Damages and carton shortages must be noted on the freight delivery receipt. Count the cartons and inspect the shipment carefully **BEFORE** signing the freight delivery receipt. Request that the driver note on the freight receipt any discrepancies or damages **BEFORE** paying or signing the freight bill. Claims for shortages or damages must be filed with the carrier by you if the shipment came "freight collect". Request a claim form from the carrier's local office.

CK will file claims for shortages or damages on "prepaid freight" shipments only. Please forward the delivery receipt (with the driver's notations) to us to process your claim. We cannot process your claim for damaged or missing cartons on common carrier shipments if no notation is made on the delivery receipt about discrepancies or damage.

PLEASE COUNT YOUR CARTONS AND INSPECT YOUR SHIPMENT BEFORE YOU SIGN THE DELIVERY RECEIPT.

• SHORTAGES, OVERAGES or ERRORS

Please report shortages, overages, incorrect or defective merchandise to CK within 3 days of delivery. We will determine where an error occurred and if all cartons in the shipment were received. Credit or replacement product will then be issued.

Call tags will be issued for any overages, defective items, or items received due to a CK error that you do not wish to keep. Carefully pack items being picked up by a call tag so damage does not occur during the return.

• RETURNS / CANCELED ITEMS

To return merchandise, please call one of our customer service representatives at 888.484.2517 to receive a RAN (Return Merchandise Number). No merchandise will be accepted without a RAN. We cannot issue Call Tags for items received due to customer error in ordering or that you do not like upon receipt. These items (except FOOD PRODUCTS) will be accepted for return at your expense. Please pack returned items carefully within another carton (where applicable) to avoid damage during the return. Returned items must be in the original condition and packaging and received by us in a salable condition to be eligible for credit and must be returned within 30 days of purchase. A 25% restocking fee will be charged for returned items. Unacceptable returns will be returned at your expense or destroyed. Any canceled items will be subject to a 25% restocking fee.

NOTE: FOOD PRODUCTS MAY NOT BE RETURNED unless due to a CK error.

Special Order Requirements:

- \$150.00 Minimum for Non-Inventory Items
- Special orders will not be accepted without full payment and a signed order acknowledgment
- Non-Inventory items are sold by the vendor's minimum order quantity
- Customer must give the vendor's item number, description, quantity, requested arrival date and shipping instructions
- No refunds, exchanges or credits for Non-Inventory Items. Allow 2-4 weeks lead time