TERMS FOR RETAILERS | IMEX Wholesale Distribution

Description

Thank you for interest in becoming a retailer of IMEX Leader, Inc. products

Please read all of the following terms and conditions before applying to become a retailer. These terms and conditions are a contract between you and IMEX Leader, Inc. By applying to become a retailer, you are representing that you have read all of these terms and conditions and that you agree to this contract.

We do not allow you to sell any of our products on Amazon, eBay, or other auction-style websites.

NEW ACCOUNTS: Customer accounts will automatically be set up as prepay unless COD or Net 15 days is specified. A credit agreement and personal guaranty are required to establish credit terms, which may take up to 2 to 4 weeks to process. Orders must be prepaid until credit is approved. COD orders will incur fees imposed by the carrier for check collection. We also accept Visa, MasterCard, Discover and American Express. All credit card transactions will incur a 3% processing fee. Please download and print the credit agreement and personal guaranty forms from this website (Adobe PDF format), provide all required information and signatures, and email imex@imexleader.com. You may get free Adobe Reader software to download and print PDF forms by clicking this link, http://get.adobe.com/reader/.

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PAYMENT TERMS: Credit terms are extended for Net 15 days only after approval. All credit card transactions will incur a 3% processing fee. 10% interest will be assessed on all unpaid balances after 5 days and late fee of 5% on the unpaid balance. Accounts which are 21 days past due may be placed on hold and changed to a prepaid or COD account, and all invoices will be immediately due and payable without notice. There will be a fee of $35 charged for any check returned unpaid by the bank.

SHIPPING: All orders are shipped FCA shipping point: 369 W Grove Ave, Orange, CA IMEX Leader, Inc. will choose the shipping method unless instructed otherwise.

FREIGHT PROGRAM: You will be charged the full shipping cost for each order. IMEX Leader, Inc. will choose and arrange the carrier. For deliveries outside Southern California only, we will notify you about the shipping rate and allow you the option to arrange your own carrier for shipment and delivery.

PACKAGING CHARGES: Orders for products that require temperature control packaging such as ice packs and/or Styrofoam boxes will incur an additional packaging charge to cover the cost of these materials.

ACCESSORIAL CHARGES: Off loading charges including but not limited to lumping fees, inside delivery, tailgate delivery and sorting and segregating are not included in our freight programs and will be billed additionally.

CLAIMS FOR SHORTAGES OR DAMAGES: All merchandise leaves our warehouse in good condition. It becomes your responsibility to claim for damages with UPS or the delivering carrier. When receiving truck shipments, be sure to check the order for damages or shortages before the driver leaves. You are responsible to inspect all deliveries immediately upon arrival at your facility. Mark the bill of lading with details of shortages or damages before signing. Save all packing material. IMEX Leader, Inc. must be notified within 24 hours of the time of delivery of the goods to your facility of any and all damages, shortages, discrepancies or dating issues.

RETURNS: No returns accepted without prior authorization from IMEX Leader, Inc. No refunds or returns are permitted unless all procedures are strictly followed.

CANCELLATIONS: Orders may be cancelled 36 hours or more prior to shipping date at no charge (excluding special order items). If you cancel during the 36 hour period before shipment, we reserve the right to charge a restocking fee of 15% of the total invoice. Orders cannot be cancelled after shipping except with prior authorization by IMEX Leader, Inc., issuance of a return authorization number, your agreement to pay all freight costs (outbound and inbound) and a restocking fee of 15% of total invoice, and return of all goods in good condition. Credit will be given only after IMEX Leader, Inc. inspects all returned goods and verifies that they were returned in good condition

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BACKORDERS: We do not automatically back order items. If any of our products are out of stock at the time of your order, you should check this website periodically for updates and reorder the item when in stock.

PRICING: We reserve the right to change prices without notice.

DISPUTES: You agree that any dispute between you and IMEX Leader, Inc. will be governed by the laws of the State of California without regard to its conflict of law provisions. You also agree that the state and federal courts located in Orange County, California, shall have exclusive jurisdiction over all such disputes between you and IMEX Leader, Inc., and you expressly consent to personal jurisdiction and venue in Orange County, California for all such disputes. In the event of any dispute between you and IMEX Leader, Inc. for any reason, the prevailing party shall recover its reasonable attorneyâ??s fees and costs.

Thank you very much for your business. We look forward to develop a long-lasting relationship with you. Our staff is here to assist you , so feel free to call, fax or email us.

IMEX Leader, Inc.

Leader in Selling, Marketing and Distributing Food
California office

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