Kalola Wax and Soap Company

TERMS AND CONDITIONS

Nature of Our Product
Kalola candles and soap are poured as ordered and are hand-made from start to finish. Due to the individual craftsmanship of each item, differences in color, texture and measurement can exist. However, since items are poured as ordered, Kalola makes every effort to ship like items from the same batch (similar to a die-lot in clothing) within each order.

Required Documents
Prior to or upon placing an order, all customers must have both a signed and dated Terms and Conditions sheet as well as a Credit Card Authorization form on file. Additionally, California customers must have on file, a completed and signed California Resale Certificate.

Opening Orders
There is a $300 minimum for all opening orders (no minimum on re-orders). Prepayment is required prior to going to production on all opening orders. Prepayment accepted via check, cashier's check, Visa, MasterCard, Discover or American Express.

Prepayment
Unless otherwise arranged, all customers are on Prepayment terms.

Due on Receipt
Due on Receipt Terms may be extended to customers, pending approval, who have ordered continuously for a minimum of one year and have shown successful prepayment of orders totaling no less than $3000.00. All active Due on Receipt customers are required to have a valid credit card and signed credit card charge authorization form on file. Invoice balance is Due on Receipt from the invoice date. Balances over 15 days will automatically be charged to the credit card on file and result in the account being brought back to prepayment. All unpaid invoices shall carry a 1.5% monthly interest charge, 18% annually until full payment is made. In the event payment is not made, all collection fees, attorney fees, court costs and any other associated expenses will be added to the amount due. Past due invoices over 30 days will automatically be turned over for collection. Customers wishing to qualify for Due on Receipt Terms must submit three (3) credit references and one (1) bank reference. Kalola Wax and Soap reserves the right to bring any account back to prepayment at any time for any reason.

Net-15
Net-15 Terms may be extended to customers, pending approval, who have ordered continuously for a minimum of one year and have shown successful prepayment of orders totaling no less than $4000.00. All active Net-15 customers are required to have a valid credit card card and signed credit card charge authorization form on file. Invoice balance is due Net-15 from the invoice date. Balances over 30 days will automatically be charged to the credit card on file and result in the account being brought back to prepayment. All unpaid invoices shall carry a 1.5% monthly interest charge, 18% annually until full payment is made. In the event payment is not made, all collection fees, attorney fees, court costs and any other associated expenses will be added to the amount due. Past due invoices over 60 days will automatically be turned over for collection. Customers wishing to qualify for Net-15 Terms must submit three (3) credit references and one (1) bank reference. Kalola Wax and Soap reserves the right to bring any account back to prepayment at any time for any reason.

Net-30
Net-30 Terms may be extended to customers, pending approval, who have ordered continuously for a minimum of one year and have shown successful prepayment of orders totaling no less than $6000.00. All active Net-30 customers are required to have a valid credit card card and signed credit card charge authorization form on file. Invoice balance is Net-30 from the invoice date. Balances over 45 days will automatically be charged to the credit card on file and result in the account being brought back to prepayment. All unpaid invoices shall carry a 1.5% monthly interest charge, 18% annually until full payment is made. In the event payment is not made, all collection fees, attorney fees, court costs and any other associated expenses will be added to the amount due. Past due invoices over 60 days will automatically be turned over for collection. Customers wishing to qualify for Net-30 Terms must submit three (3) credit references and one (1) bank reference. Net-30 Terms pending approval. Kalola Wax and Soap reserves the right to bring any account back to prepayment at any time for any reason.

Prices
Prices are subject to change. Prices charged are based on the current pricelist at the time of order. Current pricelists are always available upon request.

International Orders
Payment via credit card only for International orders.

Custom Orders
Kalola Wax and Soap gladly accepts custom orders. Custom orders incur an additional 15% fee and require payment in full at the time of order. Additional fees may apply should new molds, fabrications or scents be required to fulfill such order. Changes, cancellations and returns are not available on custom orders.

Rush Orders
Rush orders incur an additional 10% fee as well as any required rush shipping fees.

Placing Orders
Kalola Wax and Soap accepts orders via, fax, phone, email or our online store. Orders are preferred via customer's own Purchase Order. All required documents must be signed and on file upon placing an order. Additional information required at time of order includes: store name, name of buyer, phone number, fax number, email address, shipping address, billing address, payment information and authorized buyer signature along with requested merchandise. Phone orders require signed order confirmation (provided by Kalola) before going to production.

Turn Around Time
All products are made as ordered. Orders are shipped 3-4 weeks from the date of order. Transit time varies based on final destination.

Cancellations/Change Orders
All cancellations and/or changes to an order must be made within one (1) business day from the date of order and submitted in writing. Changes and/or cancellations made after such period incur an additional 20% fee. Cancellations and/or changes cannot be made on custom orders.

Shipping and Handling
Kalola ships via UPS ground from Los Angeles, California unless otherwise specified. Estimated Shipping and Handling fees are approximately 10% of the order cost for West Coast destinations, 15% of the order for Midwest destinations, 20% of the order for East Coast destinations – Hawaii, Alaska and International destinations to be determined. Shipping and Handling fees will automatically be added to all invoices.

Claims/Returns
All claims must be made within five (5) days of receipt of shipment. No returned merchandise will be accepted for credit without prior authorization. Returned items must be in their original packing condition. All returns are subject to a 20% restocking fee plus shipping and handling both ways. All transit damage claims must be filed with the shipping company. Kalola Wax and Soap does not accept charge backs on any damages that may occur in transit or discrepancies not reported within 5 days of receipt of shipment. Returns will not be accepted on custom orders.

Website Listing
As a courtesy to our retailers and customers, stores carrying Kalola products will be listed at www.kalolawax.com, unless otherwise specified in writing.

These terms and conditions shall prevail unless written notice is provided.

My signature below acknowledges that I am an Authorized Buyer and have read, understand and accept the above Terms and Conditions.

_____

AUTHORIZED REPRESENTATIVE PRINTED NAME

_____

AUTHORIZED REPRESENTATIVE SIGNATURE

_____

NAME OF COMPANY

_____

DATE

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(866) FAX-KALOLA *toll free fax!!*