

- All listed prices reflect our cash discounts of 3% off regular Domestic pricing and 4% off regular International pricing.
- Quotes will not be provided until completed ACCOUNT APPLICATION and appropriate documentation has been received.
- Global Sales reserves the right to accept or reject account applications in its sole discretion.
- A \$300.00 Invoice Minimum is required on ALL initial orders with Global Sales. Initial orders are processed on **Cash On Delivery** basis or Credit Card only. All international orders must be **Pre-paid** in full.
- By placing an order with Global Sales, Customer attests that he or she is of legal age or is otherwise legally authorized to open an account with Global Sales and to purchase the items which the Customer is ordering.
- Orders will be accepted only from authorized representatives of Customer. However, all persons in possession of and using Customer's Customer Account Number will be conclusively presumed to be authorized representatives of Customer.
- All orders, once approved, are final. Global Sales reserves the right to cancel orders, at any time, for any merchandise, without responsibility therefore, in whole or in part, for any reason in its sole discretion. However, Global Sales may agree to change or cancel an order in its sole discretion.
- Payment in full is required within the designated terms.
- Accounts with outstanding invoices more than 7 days past their terms are considered "past due" and will be placed on Credit Hold.
- Accounts with outstanding invoices more than 21 days past their terms will be subject to interest at the rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, whichever is less, on outstanding balances. On approval, product may be shipped C.O.D. (Cash) until account is current.
- Accounts with outstanding invoices more than 35 days past their terms will be referred to a collection agency and/or legal counsel. Customer will be liable for collection costs incurred by Global Sales, including reasonable attorney's fees.
- Returned Checks- All returned checks incur a \$25.00 service charge. Returned checks may result in suspension or cancellation of shipments and/or check writing privileges.

***Payments to Global Sales must be made in U.S. funds by one of the following methods:***

1. **C.O.D. (Cash Only) – Cash** (over the counter sales only), **Money Order**, or **Cashier's Check**, for the exact amount of the C.O.D. package. Completed, signed, and approved ACCOUNT APPLICATION required. For payment C.O.D., an additional \$9.00 will be added to your invoice total. **Credit check not required.**
2. **C.O.D. (Company Check)** by written request. Completed, up-to-date, signed, and approved CREDIT APPLICATION required. **On approved credit check.** Minimum purchase history with Global Sales may be required. For payment C.O.D., an additional \$9.00 will be added to your invoice total. Please allow two weeks for approval of CREDIT APPLICATION.
3. **Credit Card (MasterCard, Visa, Discover, American Express)** – Completed, signed and approved ACCOUNT APPLICATION required, including Credit Card Information & Authorization section of ACCOUNT APPLICATION. **Credit check not required.** Domestic orders paid by credit card will reflect regular Domestic pricing (3% over listed cash discount prices). International orders paid by credit card will reflect regular International pricing (4% over listed cash discount prices).
4. **Pay Pal** – Global Sales accepts funds by Pay Pal for Domestic orders only. Domestic orders paid by Pay Pal will reflect regular Domestic pricing (3% over listed cash discount prices). Global Sales does not accept payments via Pay Pal for International orders.

5. **Funds by Bank Wire Transfer** – Global Sales accepts funds by Bank Wire Transfer. Bank Wire Transfers must be made in **U.S. Funds** and applicable Wire Transfer fees are as follows: Domestic Wire Transfers will incur a \$15.00 processing fee and International Wire Transfers will incur a \$22.00 processing fee.
6. Requests for additional terms must be made in writing and are reviewed on a case-by-case basis. Additional terms may be granted at the sole and absolute discretion of Global Sales pending an **approved credit check**. Minimum purchase history with Global Sales may be required.

#### ***Liability Disclaimer***

The information contained in [www.globalsaleswholesale.com](http://www.globalsaleswholesale.com) or in other publications by Global Sales, including but not limited to prices, content, availability, suitability for non-mature users, product safety and release or shipment dates is based solely on information Global Sales received from the manufacturers and/or suppliers of the products. Global Sales makes no representation or warranty as to the accuracy of this information, and is not liable for any claims or losses resulting from inaccuracies contained therein or Customer's sale of the product. All warranties, conditions, representations, indemnities and guarantees, whether expressed or implied, arising by custom, prior oral or written statements by Global Sales or otherwise (including but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and disclaimed.

Global Sales reserves the right to reduce, reject or cancel any orders, from any customer, at any time, for any merchandise, without responsibility therefore, in whole or in part, for good cause including manufacturers' cancellation, unacceptable delays, poor quality, insufficient orders, insufficient credit history, delinquent payments and any other reasons as determined by Global Sales.

#### ***Hold Harmless***

Customer hereby agrees to indemnify and hold Global Sales, its agents, affiliates and subsidiaries, harmless from and against any loss, damage or expense suffered by Global Sales, including reasonable attorney's fees and costs, by reason of (i) breach by Customer of any warranties or agreements contained herein, (ii) any act or omission of Customer, (iii) any claim, cause of action or lawsuit arising from the sale, use, storage, transportation of handling of the merchandise sold hereunder, or (iv) any settlement, judgment or payment with respect to any of items (i), (ii), or (iii) hereof.

#### ***Governing Law, Jurisdiction, and Venue***

All legal disputes or claims arising from or in any way related to any transactions between Customer and Global Sales will be governed and settled by the laws of the State of California, excluding the conflict of law rules of that state. Customer agrees that jurisdiction and venue of such disputes or claims shall rest exclusively within the Superior Court of California, County of Contra Costa.

#### ***Entire Agreement***

These Terms of Sale, and the ACCOUNT APPLICATION and/or CREDIT APPLICATION are intended to be the final, exclusive and complete statement of the terms of the agreement between the Customer and Global Sales. Neither trade usage nor any terms and conditions that may be contained in any acknowledgement, purchase order or other documentation of Customer, nor course of prior dealing between parties shall affect or modify these Terms of Sale. Upon receipt by Global Sales of Customer's order, these Terms of Sale shall constitute the entire agreement between the parties and may not be modified or rescinded except by a writing signed by both parties. If any part, term, or provisions of these Terms of Sale are held to be invalid or unenforceable, the validity of the remaining portions shall not be affected and the invalid provision shall be deemed excluded from Terms of Sale.