

pecka products

wholesale terms and conditions



WHOLESALE APPLICATION

Pecka Products Pty Ltd ('Pecka Products'), ABN 17 129 419 601, offers wholesale pricing to approved wholesale merchants. If you would like to apply to become a wholesale customer ('Purchaser'), please visit peckaproducts.com.au and click on 'Wholesale' to complete the Application Form. Please ensure you have ready your ABN number if you're an Australian Customer or Tax ID/ Resellers ID for International Customers.

Your application will be assessed promptly. Your application will be assessed based on particular criteria including the compatibility of the individual business and the business location/competition (e.g. number of existing wholesale customers in your vicinity). If successful, the Purchaser will be provided with a username and login to access Pecka Products Wholesale website to enable you to submit your order online. Pecka Products accepts phone and email orders too.

The Wholesaler Agreement, and each order the Purchaser places with Pecka Products, will be subject to these terms and conditions:

Pecka Products may, at its sole discretion, without cause or liability and at any time, reject orders and end Agreements with the Purchaser.

EXCLUSIVITY

Pecka Products values its regular stockists. When Pecka Products receives a new wholesaler application it is reviewed in detail to determine any existing representation in the area and then makes a decision based on the regularity and annual spend of any other wholesalers in the same postcode area. Pecka Products consider wholesaler arrangements to be lapsed if there are no orders within a 12-month period.

PAYMENT TERMS

All first time orders are to be paid in full upfront. Ongoing order payment terms are to be negotiated between Pecka Products and the Purchaser. Pecka Products Wholesale prices are in Australian Dollars (AUD) and include GST (Goods and Services Tax). Prices are effective from 1 July 2012.

Pecka Products accepts the following methods of payment for wholesale orders:

Direct deposit (Bank Account details are supplied on invoice). Please ensure your business/ store name is written in 'description'.*

Cheque (Accepted for Australian Businesses only. Must be a Business/Company cheque, personal cheques will not be accepted)*. Please make cheques payable to:

Pecka Products Pty Ltd

Mail to: PO Box 409

PRAHRAN VIC 3181

Credit Card (Mastercard, Visa, AMEX). Credit card payments will be processed through Eways Secure Payment System.

* Orders will not be processed until payment has cleared

SHIPPING

All Pecka Products goods are sold and shipped from Sydney, NSW, Australia. The Purchaser assumes all costs and risks pertaining to the transportation of the products sold by Pecka Products from Pecka Products warehouse to the Purchasers specified 'ship to' address.

Delivery of goods can take anywhere from 1 - 5 working days but may take longer depending on size of order and any transport or customs delays. Purchaser will be advised of estimated delivery time at time of order.

Deliveries that are late or that have not been made do not, under any circumstances, constitute grounds for a claim for compensation on the part of the Purchaser. In the event of it being impossible to adhere to estimated delivery times due to force majeure, a breakdown or a delay in delivery from sub-suppliers, then Pecka Products are entitled to extend the delivery deadline by the length of time that prevented from making deliveries or, optionally, to withdraw from the contract. Pecka Products are entitled to make partial deliveries. The Purchaser may only demand compensation for non-fulfilment if Pecka Products has caused the deadline for delivery to be exceeded intentionally or through gross negligence.

CUSTOMS FEES

International accounts are responsible for all costs relating to duty charges, customs and brokerage fees.

FREIGHT

Pecka Products is now offering FREE freight on all wholesale orders. All Wholesale orders will be sent through a standard service which comes with a Tracking Number. For Purchasers who require an Express Delivery option or alternative Freight provider this can be done but will incur an additional charge to the Purchaser and will be charged at cost price based on weight and final measurement of total order or alternatively Purchaser can use their own freight provider at their expense.

BRAND INTEGRITY

As a seller of Pecka Products, the Purchaser acknowledges and agrees that it will take all reasonable measures to maintain the integrity of the Pecka Products brand. In no event will Pecka Products be held liable for any legal issues, damages, costs or expenses incurred or arising due to non-compliance of below:

The Purchaser will not wholesale any goods purchased through Pecka Products. The Purchaser will only be authorised to sell through retail outlet(s) specified in application to Pecka Products. Permission must be sought to sell the goods at other outlets including any new shops or online stores that you subsequently open. Pecka Products does not allow its products to be sold on Online Auction Sites (such as eBay) or at Markets without written permission.

The Purchaser will sell the goods in their entire packaging including all existing labels and will not tamper, change or relabel any of the goods without prior written permission.

The Purchaser is responsible to for ensuring the goods adhere to the laws/standards/regulations of any country/market permitted by its governing laws.

Purchaser agrees that trade names, trade marks and logos used to identify Pecka Products are the exclusive property of Pecka Products, and the Purchaser has no interest in such trade names, trade marks and logos except for the right to use them in connection with their promotion and the sale of Pecka Products items. Upon termination of the Agreement, Purchaser agrees immediately to cease all use of Pecka Products trade names, trademarks

and logos.

The content, including images used by Pecka Products (including the website and domain name www.peckaproducts.com and www.peckaproducts.com.au), unless otherwise stated are the property of Pecka Products and are protected by copyright law. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material used by Pecka Products (including the website and domain name www.peckaproducts.com and www.peckaproducts.com.au) or create any other material using material used by Pecka Products (including the website and domain name www.peckaproducts.com and www.peckaproducts.com.au), without obtaining prior written consent from Pecka Products. Trademarks and logos must not be used or modified in any way without obtaining the prior consent of Pecka Products.

SAMPLES

Samples can be requested but will be charged at the unit price plus postage and handling.

CANCELLATIONS

Once an order has been confirmed by Pecka Products a legally binding agreement has been formed and cancellations are not possible.

RETURNS

SHIPPING ERRORS/DAMAGED GOODS

Purchaser must notify Pecka Products of any shipping errors or goods damaged in transit within 5 days of receipt of shipment. No discussion will be entered into after this period. Direct this notification to **wholesale@peckaproducts.com**. Damaged or defective merchandise will be replaced with like products in good condition as soon as possible after receipt and inspection.

RETURN ORDER POLICY

Pecka Products will accept returns for wholesale orders only in the circumstance of manufacturer's defects, or in the case of a shipment containing the wrong sizes / styles as per the agreed order otherwise all orders after confirmation are final. Any problems must be reported in writing or by email within 5 days of receipt. Please do not return goods unless the request has been made by Pecka Products. Should the Purchaser be asked to return the goods, the purchaser must obtain a postage receipt.

The purchaser is responsible for all associated costs in returning the product to Pecka Products. Pecka Products accepts no responsibility for returning goods lost in transit. You must return the goods within the original packaging along with authorisation number and copy of your invoice.

Credit Note is offered and/or refunds are processed within 5 days from receipt of item/s and will be given using the same method of original payment method.

Pecka Products maintains the rights to alter modify and update these terms and conditions at any time, including prices and specifications without notice except when an order has been fully paid for.

This Agreement is governed by the laws of Victoria, Australia.

PRIVACY POLICY

To view Pecka Products Privacy Policy please visit the Customer Service section on **www.peckaproducts.com.au**