



## Terms & Conditions for Wholesale Account Status

### Governance

Naturally, all possible, 'real world' scenarios and conflicts cannot be covered in this document. Therefore, judgment and resolution upon any instance that may come into question, that is not explicitly or entirely covered herein, will default to the decision of Silver Botanicals. Please note, Silver Botanicals reserves the right to change it's terms & conditions at any time.

### Wholesale Application

Wholesale applicants must fill out our wholesaler application and submit a valid business license or tax ID number prior to account setup. Applicants may apply online via our website, by mail, or by telephone. All required documents must be sent by parcel mail, or scanned and sent by email.

### Country of Operation

Presently, Silver Botanicals' does not export orders to outside the USA. For this reason we cannot approve wholesale applications from other countries at this time.

### Qualification Process

Upon receiving your wholesale application, we will evaluate your business and the information provided. The approval of an applicant for wholesale account status is at the sole discretion of Silver Botanicals. Silver Botanicals reserves the right to cancel wholesale account status for any reason.

### Acceptable Retail Forums

We permit resale of Silver Botanicals' product from brick & mortar stores and through e-commerce websites which are owned and operated by your business. You agree to not sell Silver Botanicals' product via any third party e-commerce website. e.g. Amazon, Ebay, Etsy, or any other public e-commerce websites that resemble the aforementioned. This includes third party e-commerce websites operating from or for other countries.

### Minimum Account Activity

To maintain your wholesale account status with Silver Botanicals, you must purchase at least \$300 per year. Accounts that demonstrate activity below this threshold will enter a suspended state. To reactivate a suspended wholesale account, please contact us.

## **Placing Orders**

Approved accounts can place wholesale orders by email, at sales@silver-botanicals.com, or by phone, at 855-452-8847, Monday through Friday between the hours of 10 a.m.- 7 p.m., CST. Once received, we will process your order and send you an invoice upon shipment, plus any payment transaction details. All orders will be shipped within 24-72 business hours (1-3 business days), except during the holiday seasons which may induce unexpected delays.

## **Holidays**

Silver Botanicals will be closed on these holidays: New Years Day, Presidents Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Thanksgiving Day, Christmas Eve & Christmas Day. You can continue to place your orders with us via email, or telephone message, but they will not be processed until the following business day.

## **Order Add-Ons**

Once an order is processed it may not possible to change or add to it. Please check your order carefully before submitting it to us. Any additions to your order may induce delays or separate shipping charges. If a mistake is recognized after your order has been submitted, please contact us promptly and we will attempt to correct it.

## **Automatic Reorder Schedules “Auto-Ship”**

Silver Botanicals can accommodate qualifying accounts with automatic reorder rules and schedules (Auto-Ship). Please contact us about setting up an automatic reorder schedule.

## **Payment Terms**

We accept payments on wholesale orders via check, bank wire, PayPal or major credit card.

## **Opening Orders**

Your opening order must be prepaid, either by check, bank wire, PayPal or credit card. Alternately, you may apply for Net payment terms by filing a credit application with us. Upon approval of Net payment terms we will ship your first order. Please anticipate a minor delay for the approval process.

## **Sales Tax**

If you are operating within the state of Texas, you will be charged a sales tax unless you have filed proof of your tax exemption with us. Sales tax will be charged on all orders until we have received your seller's permit.

## **Payment by Check**

If you prefer to pay by check you must first apply for Net payment terms, by filling out a credit application. Once approved, we ask that if you pay by check, that we receive your check within thirty days from the time of invoice.

## **Payment by Credit Card**

If you prefer to pay by credit card we will bill your account upon invoice. With your permission, for subsequent orders, we can keep your card on file. You may also phone in your orders along with your credit card information each time, whereby we do not keep your card on file.

## **Credit Terms**

Silver Botanicals will consider applications for credit only from companies that have been in business more than one year. If you would like to request credit terms, please fill out a Credit Application. For customers that are granted Net payment terms, the following policies apply:

- No shipments will be made to overdue accounts.
- Accounts with net terms that habitually pay late will revert to COD.
- Interest of 1.5% per month (18% per annum) may be charged to overdue accounts.
- Debtor agrees to pay all attorneys fees, court costs, and collection agency fees necessary for collection in the event that the account comes past due.

PLEASE NOTE: Returned checks are subject to a \$20.00 fee.

## **Minimum Order Amounts**

The minimum order required to open your wholesale account is \$75.00. There are no minimum orders after opening your account.

### **Minimum Order Amount to Qualify for Free Shipping**

- Free shipping on all orders equal to, or greater than \$150.
- \$10.00 shipping on all orders under \$150.

### **Minimum Order Amount for Free Delivery Within Austin, TX City Limits**

We offer local delivery to accounts within Austin, TX city limits:

- Free delivery on orders equal to, or greater than \$100.
- \$10.00 delivery charge for orders below \$100.

## **Shipping & Handling**

All orders will be shipped within 24-72 business hours (1-3 business days), except during holidays which may delay our normal process. Silver Botanicals generally ships via UPS and USPS within the United States, including Alaska and Hawaii. Each order will ship via "best way," as determined by us. Special shipping arrangements may be prearranged; please contact us. Additional costs may apply to special shipping arrangements.

## **Pricing**

A current wholesale price sheet will be maintained and posted on our website available to all Silver Botanicals' wholesalers. Wholesale prices will be kept current on all posted order forms. Silver Botanicals reserves the right to change wholesale prices at any time.

## **Wholesale Price Changes and Confidentiality**

All wholesale pricing documents are to remain confidential and are not to be publicly distributed. Price lists generally change on a bi-annual basis (once in the summer and once in the winter).

## **Returns/Damage Claims**

### **Damage Claims**

For any product damaged in shipping we must be contact us immediately, within 48 hours of delivery, so that we may begin a proper investigation and pursue a claims process. We will reimburse, or replace any products damaged in shipping if notified within 48 hours of delivery as stated above.

### **Returns ("Buy Back" Policy)**

We are happy to accept returns on unopened, sealed and undamaged products for product exchange (at the price you paid), or for a full refund to the original purchaser within 90 days of purchase for a 5% restocking fee. Original shipping charges will not be reimbursed. Shipping charges back to us will be compensated.

We also offer the courtesy to "buy back" any Silver Botanicals products that may sit on your shelf for over one years time (from the date of delivery). Upon which, an accounting of each item to "buy back" will occur. Further, we will arrange to have said products shipped back to us. Products eligible for "buy back" must be in their original state, undamaged and unopened. Upon return, we will issue back to you the original price paid, per your invoice, per product received, less a 5% courtesy fee based upon the total.

## **Our Privacy Policy**

At Silver Botanicals, we respect individual privacy. We will not release your name, address, phone number, e-mail address or any other information. We use the personal information we collect to process orders only.