

## **Terms and Conditions**

## **Orders**

#### **Placement**

- EDI and email are the preferred methods of receiving orders. Orders placed via these methods will automatically generate an acknowledgment.
- Customers must specify a Customer Purchase Order Number.

#### **Acceptance**

- Hospeco Brands Group reserves up to one (1) business day to confirm an order.
- Purchasers agree to the General Terms and Conditions of Sale in this agreement with order placement.

#### Cancellation

Orders for non-stock or custom made items are non-cancellable.

#### **Minimums**

 Minimum order varies by product category. Consult your Hospeco Brands Group Representative for the specifics. Hospeco Brands Group encourages full layer and full pallet quantities per item.

### **Pricing**

All Purchase Orders with pricing discrepancies between Hospeco Brands Group and Customer files will be
reviewed and corrected to ensure a match before order entry. Pricing discrepancies that may occur postorder-entry must be reported directly to Hospeco Brands Group within 30 days of receipt of the invoice.
 Short pays or deductions made at time of payment will not be reviewed for approval unless prior notice to
Hospeco Brands Group of the discrepancy has been given within the 30-day timeframe.

#### **Credit Approval**

- New Customers must submit credit references for preapproval.
- All orders are subject to credit approval at Hospeco Brands Group sole discretion. No deductions are allowed from remittances without the Hospeco Brands Group prior written authorization.

# Freight

### **Prepaid**

- Prepaid Freight is FOB, customers dock.
- Prepaid freight minimums differ by industry segment and geography and are for orders shipping to a single location in the contiguous US and Canada. Consult your Hospeco Brands Group representative for details
- Prepaid freight does not include any accessorial charges including lift gate, residential delivery, military
  installation, redelivery, lumper, sort and segregate, inside delivery, etc. Should any of these be required
  then these should be discussed and agreed to in writing by Hospeco Brands Group prior to first order. In
  the absence of this written approval no deductions will be allowed for any of the aforementioned.

#### Prepaid & Add

• For orders less than the agreed upon prepaid minimum, freight is prepaid and added to the invoice.

#### **Carrier Selection**

Selection of the freight carrier is the responsibility of Hospeco Brands Group. Should you require your
own specified carrier you may be subject to additional fees or penalties resulting from non-performance
of your specified carrier.

#### **Customer Pickups**

- Customer pick-up orders from our warehouses require a 48 hours notice for pickup and an appointment.
- Any agreed upon freight allowance will be determined by customer location.



## **Private Label**

We offer Private Label or Co-Branding in certain of our Hospeco Brands Group product categories and is
an important part of the value-add we provide our distributor partners. Refer to our Private Label Product
Guide that details the applicable categories, guides for selecting type of private labeling (ex. printed
packaging or adhesive labels) the categories and relative MOQs and Pallet quantities. Please contact your
Hospeco Brands Group Sales Representative for further details.

# **Contract Price Support Policy**

- Special pricing will be determined by a committed volume and time guarantees. Special pricing will be administered through a POD credit back system when shipped from customer stock.
- Public and/or private bids or supported pricing is available to customers that are stocking and actively
  marketing Hospeco Brands Group products to end buyers in the geography of the tax supported or private
  entity, at the discretion of Hospeco Brands Group. Bid support pricing may be made available to
  customers outside the end buyer's geography on a select basis.
- Bid pricing is available to all Hospeco Brands Group Stocking distributors only upon request. A complete copy of the end user RFP including all items and quantities must be submitted to <a href="mailto:bids@hospecobrands.com">bids@hospecobrands.com</a> for consideration. You will receive formal bid contract response within 48 hours. All bid credits require proof of delivery. No unauthorized deduction will be honored. Hospeco Brands Group will not allow any rebates on contract quantities greater than those provided on the original bid. Hospeco Brands Group does not honor quantities of bid items purchased through redistributors.

# Return Goods Policy & Claims for Damaged Goods or Discrepancies in Order / Shipment Received

Should you have the need for a return, please contact your Hospeco Brands Group Salesperson or Sales Support Specialist for prior authorization and to receive an RGA Number. Every effort is made to ensure that all orders are picked correctly and shipped according to our customer's purchase orders in good condition. All freight logistics are coordinated with selected and authorized freight carriers. It is the customer's responsibility to inspect the condition, and count of all products received. Hospeco Brand Group does not guarantee the sale of any of its product.

- Any Non-private label product may be returned solely at the discretion of Hospeco Brands Group and in no event if purchased more than 90 days prior to the requested return. All returns require a Hospeco Brands Group RGA. Customer Private Label products are not returnable unless product is defective.
  - a. For any **NON-DEFECTIVE** product, the cost of the return freight and a 20% restocking fee are the responsibility of the customer.
  - b. Only full saleable cases are accepted, partial cases will not be credited.
  - c. Credit will be issued after receipt and inspection of returned goods.
  - d. Expenses for repackaging of damaged containers will be deducted from credit.
  - e. With regard to returns of **DEFECTIVE PRODUCT**, Hospeco Brands Group assumes the cost of return freight expense and there will be no restocking fees charged. **NOTE**: Hospeco Brands Group will grant our customer an RGA upon receipt of a digital photo showing the damage. Upon receipt and inspection of the product to confirm "defective", credit will be issued to the customer.
- 2. Shortages and/or damage must be noted on the Delivery Receipt with the carrier's signature at time of delivery. Short pays will not be accepted unless shortage/damage has been noted on Delivery Receipt at time of receipt. After the customer signs the freight carrier's copy of the Delivery Receipt to acknowledge receipt of goods in good condition and correct quantities, the ownership of goods is officially transferred from freight carrier to customer.



# Return Goods Policy & Claims for Damaged Goods or Discrepancies in Order / Shipment Received (continued)

- 3. Hospeco Brands Group must be notified within 48 hours of delivery of any shipping errors (overage, damage, picking errors). An RGA will be issued by Hospeco Brands Group for return of product if required upon receipt of a digital photo of damage and a copy of the signed Delivery Receipt showing damage, shortage, etc. A credit will be issued against any of the aforementioned provided we are notified within 48 hours of delivery.
- 4. Once RGA number and return instructions have been provided, any returns that are not completed within 90 days from the date of issuance, will result in the RGA being canceled/voided.
- 5. Hospeco Brands Group does not accept returns for any reason on items purchased through redistribution. Please contact your Distributor directly.
- 6. Deductions or short pays taken on invoices citing a shortage or damages will not be approved unless prior and direct notice was provided to Hospeco Brands Group per the above guidelines.

## **Payment**

#### **Terms**

Net 30 days upon approved credit unless otherwise agreed to in writing.

#### **Invoice Remittance**

Payments accepted by Check or Electronic Payments.

## CONTACT FOR CUSTOMER SERVICE

U.S. & Canada: Phone: (800) 942-9199 • Fax: (216) 279-0019 • info@Hospecobrands.com