



# ABROAD

A Wholesale Home Furnishings Company

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## **TERMS & CONDITIONS OF PURCHASE**

*We at Abroad would like to “Thank You” - our valued customer - for your order! Abroad stands committed to providing our valued customers with great Value, high Quality, and excellent Service. That is our motto: Value. Quality. Service.*

Abroad, collectively referred to in these Terms and Conditions of Purchase (“Terms”) as “A” and the entity or person from which A is selling goods, products and/or services (known herein as “Goods”) is referred to as “Buyer.” With these Terms is a written contract between the Buyer and A for the purchase of Goods, as in the case for a Purchase Order.

- 1. Acceptance.** The Purchase Order constitutes Buyer’s offer to A upon these Terms and shall become a legally binding contract, when it is accepted and signed by the Buyer. Purchase Orders may be altered or modified by the Buyer and the Buyer may cancel the Purchase Order within 12 months of its acceptance by A, and A exclusively reserves the right to cancel any Purchase Order at any time and a coordinated effort will be made by A to notify the Buyer of such. A will only accept handwritten Purchase Orders, A’s Website Purchase Orders, iPad Purchase Orders, and E-mail Purchase Orders. Purchase Orders over the telephone will not be an accepted form of a valid Purchase Order by A. **All Order Acknowledgments and Invoices will be e-mailed.** It is imperative to have a valid accounting e-mail address on file with A.
- 2. Billing.** Invoices will be furnished to the Buyer (by mail or electronic means) and the Buyer agrees to pay A for the delivery of Goods as noted in the total sum line on the Purchase Order, once the Goods are shipped, or within 24 hours. Please see Payment Terms for more information.
- 3. Minimum Orders.** Buyers must meet a minimum order requirement, or be charged a 20% upcharge: existing Buyer’s minimum is \$350 (reorder) and new Buyer’s minimum is \$650.
- 4. New Buyers/Accounts.** To obtain an open account, Buyer must submit the New Customer Information form and submit the Credit Application or Credit Card Authorization forms. These forms can be found at [www.accessoriesabroad.com/forms](http://www.accessoriesabroad.com/forms).
- 5. Payment Terms.** Buyers must either submit the Credit Application form or Credit Card Authorization Form. The latter is available to Buyer’s that would like to apply for Net-30 Terms. AA extends Net-30 Terms but does not offer C.O.D. or Proforma. All Credit Card information must be submitted with the Purchase Order. In the event a N-30 account invoice rolls into the 120+ days column, it will be turned over to outside collections, and all processing fees, finance charges, collection fees, the all bills and fees relating to the collection of the unpaid invoice will be passed not to Accessories Abroad but to the delinquent firm.
- 6. Pricing.** To view A’s prices, Buyer’s must visit and register at [www.accessoriesabroad.com](http://www.accessoriesabroad.com). Registered users are required to provide AA with a valid Retail State Sales Tax ID number and failure to do so will result in the termination of any Purchase Order. Buyers may notify or contact A’s Sales Representatives at any time to access pricing or stock statuses.
- 7. Stock.** A cannot guarantee that all of the approximate 1,500 items are “in stock” at all times. A deals with a large number of vendors and every effort is made to maintain a percentage rating of 80-85% of “in stock items.” Lead times can vary from location to location and international weather patterns often influence container release dates. Average lead times are 90-120 days. Under extenuating circumstances beyond A’s control, A will cancel Purchase Orders that are 12 months old.
- 8. Future Dated Orders.** Any Purchase Order submitted by the Buyer that is dated and to be released over 90 days from the receipt of the order by A will incur a 25% Reservation Fee.
- 9. Hold For Confirmation.** A does not accept Hold For Confirmation orders.
- 10. Freight and Shipment Policies.** A uses every effort to achieve the best rates possible for all Buyers from a wide variety of freight and shipping carriers. Insurance regulations prohibit any and all Buyers from receiving any Goods from A’s warehouses. The general shipping estimate is a 15-18% base percentage of the invoice. A prefers not to provide shipping/freight quotes. If a Buyer requires an estimate (for themselves or their customers) prior to a shipment’s release, a \$15 Shipping/Freight Assessment will be incurred on the Buyer’s invoice. This Assessment will be the finalized shipping/handling charge. If the Buyer choose a carrier different from A’s Preferred Carrier, A will NOT be responsible for any return charges on any defective, damaged, returned, or refused shipments. The Buyer will be responsible for those charges.
- 11. Claims.** Must be made in writing within 10 days of receipt of the shipment. Buyers are instructed to notify A and are required to submit photos of the claims/damages. Buyers are advised not to discard any packaging or packing materials until they have been in direct contact with the management of A.
- 12. Refusal.** A will not accept any refused or returned merchandise without the written permission or verbal consent of A or the management of A. Failure to comply will result in in a 50% restocking fee, cost of returning the shipment, and collections will be incurred and enforced, if required. Buyer will be responsible for any freight charges that incur in the refusal of the shipment.
- 13. Returns.** A will accept returns, if the Buyer notifies A of their intentions within 30 days of the purchase. All returns are subject to a 10% Restocking Fee, must be shipped to A via FedEx and received by A with no damages in order for the Buyer to receive full/partial credit or a refund.

**The submission of the Purchase Order constitutes the Buyer’s consensus, understanding, and agreement of these applicable and enforceable Terms.**

Buyer

Date Modified 9/10/19