

# Hester & Cook

## Terms & Conditions

Hello and thank you so much for being a valued customer! We certainly appreciate your partnership and consider you an extension of our Hester & Cook family. We know that when you elect to carry a line, it is a reflection of you, and we are honored to be included!

Please find our Terms & Conditions below. These are used as guidelines to facilitate your orders running smoothly and to help us serve you as best we can. If you have any questions, please reach out and ask. We are always happy to help!

### Prices

Prices are listed wholesale, USD. Prices are subject to change without notice

### Orders

Minimum opening order is \$500. Reorder minimum is \$100. Orders must be written in case pack quantities as indicated in our catalog and website. Hester & Cook reserves the right to increase quantities to meet case pack requirements. All case pack requirements are per item number.

### Backorder Policy

Hester & Cook makes every effort to consolidate shipments in addition to getting orders to you as quickly as possible. In an instance that inventory is on backorder, these items may be shipped and charged separately without notice.

### Payment Methods

We currently accept Visa, Mastercard, American Express and Discover. Orders must be paid in full prior to shipment.

### Net Terms

To be eligible for terms, you must have been an active customer in good standing, ordering a minimum of \$2,000 a year for at least two years. We accept checks or ACH for Net Terms. We do not accept credit cards for accounts with net terms. A finance charge of 1.5% (18% annually) will be added to all past due amounts. Customer agrees to pay all collection costs and attorney's fees. Delinquent accounts will be reported to credit agencies and bureaus.

### Geographic Management

Hester and Cook geographically manages its business in order to not oversaturate an area, and to protect our existing valued partners. Protection is based on a 1-3 mile range and is determined by volume, geographic region, target customer and product availability. We do not Zip Code protect. Hester & Cook, as well as representatives of the line, reserve the right to open accounts at their discretion to allow for convenient access to our products. Geographic protection does not apply to accounts strictly carrying stationery.

In order to remain geographically protected, Hester & Cook requires a minimum annual spend of \$2,000. In order to achieve this requirement, as well as success with our line, we encourage that orders be placed every 90 days to promote seasonal depth of product in addition to volume. Hester & Cook reserves the right to open another retailer if current account is inactive. Mistakes do happen in this process. We ask for your kindness and patience as we attempt to resolve any issues.

**Inactive Accounts**

If you have not placed an order in over a year you are considered an inactive account. To reactivate your account the minimum opening order of \$500 will apply.

**Multiple Store Locations**

In an effort to protect our existing customers, any business with several storefronts must have each location individually approved. Please provide all store front locations carrying the product regardless of shipping address. Product may not be diverted from one existing location to a location that has not been approved.

**Return Policy**

Hester & Cook will accept returns up to 30 days after delivery. All returns are subject to a 15% restocking Fee. Shipping & Handling will not be refunded. Product that arrives back damaged is subject to a refund deduction.

Credit Memos will be issued for refunds under \$100 dollars. Above \$100, we can either refund by credit card, check or credit memo.

**Designer Account**

If you are a designer and have a resale tax ID, we can offer our designer program. Pricing is 30% above wholesale with an order and reorder minimum of \$100. Case pack minimums do not apply.

**Suggested Retail**

Our suggested retail is a minimum 50% above wholesale pricing.

**Ecommerce Policy**

If an approved Hester & Cook retailer also has an e-commerce site in conjunction with their brick and mortar, they will also be allowed to sell on their store specific website.

Any businesses with an e-commerce site only, must be approved by Hester & Cook and have been in business at least 1 full calendar year. Amazon vendors and sellers are not eligible to apply. We request that customers wishing to apply for an e-commerce account fill out the e-commerce application. We appreciate your patience as the review process may take up to two weeks.

**Amazon Policy**

Hester & Cook is currently partnered with an exclusive amazon distributor in order to streamline efforts to protect our brick and mortars and manage the positioning of our product. By working with one vendor we can oversee the account more efficiently and ensure the pricing does not undercut our core business nor de-value our product.