

# bucks party shop

## wholesale terms and conditions



### WHOLESALE APPLICATION

Bucks Party Shop, 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 **[buckspartyshop.com.au](http://buckspartyshop.com.au)** and complete the Wholesale Application Form under 'Wholesale'. on the homepage. 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 Bucks Party Wholesale website to enable you to submit your order online. Bucks Party Shop accepts phone and email wholesale orders too.

The Wholesaler Agreement, and each order the Purchaser places with Bucks Party Shop, will be subject to these terms and conditions:

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

### EXCLUSIVITY

Bucks Party Shop values its regular and existing stockists. When Bucks Party Shop 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. Bucks Party Shop consider wholesaler arrangements to be lapsed if there are no orders within a 12-month period.

### PAYMENT TERMS

All Bucks Party Shop wholesale orders are to paid up front at the time of purchase. Bucks Party Shop Wholesale prices are in Australian Dollars (AUD) and include GST (Goods and Services Tax). Prices are effective from 1 July 2012.

Bucks Party Shop 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 (please note this is our company name and must be on the cheque for it to be accepted)

Mail to: PO Box 409  
PRAHRAN VIC 3181

**Credit Card** (Mastercard, Visa, AMEX). Credit card payments will be processed through Eways Secure Payment System. Receipt will be issued from our Parent Company Pecka Products Pty Ltd

\* Orders will not be processed until payment has cleared

## **SHIPPING**

All Bucks Party Shop products are sold and shipped from Sydney, NSW, Australia. The Purchaser assumes all costs and risks pertaining to the transportation of the products sold by Bucks Party Shop from Bucks Party Shop's 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 Bucks Party Shop are entitled to extend the delivery deadline by the length of time that prevented from making deliveries or, optionally, to withdraw from the contract. The Purchaser may only demand compensation for nonfulfilment if Bucks Party Shop 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**

Bucks Party Shop offers FREE shipping 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 Bucks Party Products, the Purchaser acknowledges and agrees that it will take all reasonable measures to maintain the integrity of the Pecka Products branded products. In no event will Bucks Party Shop be held liable for any legal issues, damages, costs or expenses incurred or arising due to non-compliance of below:

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

The Purchaser will sell all 'Pecka Products' branded goods in their entire packaging including all existing labels and will not tamper, change or relabel any of the 'Pecka Products' branded 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 Bucks Party Shop/ Pecka Products are the exclusive property of Bucks Party Shop/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 Bucks Party Shop/ Pecka

Products items.

Upon termination of the Agreement, Purchaser agrees immediately to cease all use of Bucks Party Shop/ Pecka Products trade names, trademarks and logos.

The content, including images used by Bucks Party Shop/ Pecka Products (including the website and domain name [www.buckspartyshop.com.au](http://www.buckspartyshop.com.au), [www.peckaproducts.com](http://www.peckaproducts.com), [www.peckaproducts.com.au](http://www.peckaproducts.com.au)), unless otherwise stated are the property of Bucks Party Shop and 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 Bucks Party Shop or create any other material using material used by Bucks Party Shop and are not be used or modified in any way without obtaining the prior consent of Bucks Party Shop.

### **SAMPLES**

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

### **CANCELLATIONS**

Once an order has been confirmed by Bucks Party Shop and payment complete, a legally binding agreement has been formed and cancellations are not possible.

### **RETURNS**

#### **SHIPPING ERRORS/DAMAGED GOODS**

Purchaser must notify Bucks Party Shop of any shipping errors or goods damaged in transit within 7 days of receipt of shipment. No discussion will be entered into after this period. Direct this notification to **[wholesale@buckspartyshop.com.au](mailto:wholesale@buckspartyshop.com.au)**. Damaged or defective merchandise will be replaced with like products in good condition as soon as possible after receipt and inspection.

#### **RETURN ORDER POLICY**

Bucks Party Shop 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 7 days of receipt. Please do not return goods unless the request has been made by Bucks Party Shop. Should the Purchaser be asked to return the goods, the purchaser must obtain a postage receipt with Tracking Number.

The purchaser is responsible for all associated costs in returning the product to Bucks Party Shop unless the original issues was deemed an error on Bucks Party Shops end. Bucks Party Shop 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.

Bucks Party Shop 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 Bucks Party Shops Privacy Policy please visit the Customer Service section on **[www.buckspartyshop.com.au](http://www.buckspartyshop.com.au)**