

Premier Wholesaler
Conditions of Purchase

Tel: 1-800-558-Premier (7736)
Email: sales@premierwholesaler.com

Company Disclosure

Premier Wholesaler is in the asset recovery business, serving major department stores and manufacturers nationwide and helping them dispose of unwanted inventory. This inventory can consist of customer returns, department store returns, factory seconds, irregulars, damaged merchandise, overstocks, and distressed merchandise and out of season goods. There are clear risks to buying **salvage and returns**, and it is not recommended that people venture into such agreements without fully educating themselves first on the risks. Premier Wholesaler assumes and accepts no responsibilities to those that experience losses of any kind as a result of purchasing such items

Defective/Damages /Shortages

Any verbal or written correspondence regarding working averages are only approximations and not binding on Premier Wholesaler. These percentages vary greatly – especially on LTL purchases – and should be treated accordingly. All manifests that are given are approximate and or samples and are done to the best of our ability. Shortages can and do occur. No compensation will be given for any discrepancies between product received and manifest, manifest is to be taken as a GUIDE ONLY.

ALL PRODUCTS (UNLESS STATED OTHERWISE) ARE SOLD AS IS, WHERE IS WITH NO RETURNS NO GUARANTEES NO WARRANTY AND NO CLAIMS MADE AS TO FUNCTIONALITY. NO REFUND, RETURNS OR EXCHANGES.

Sales Methods

In order to provide you with distressed off-price department store returns at prices below cost, certain restrictions on sales must be met. It is the sole responsibility of the buyer that all these conditions are met, failure to do so can result in **severe fines** being imposed, usually **well above the cost** of the actual merchandise being bought and sold. If buyer is not the ultimate re-seller, then it is their responsibility to ensure that their customer complies with these conditions as well.

- **Buyer must remove or deface any identifying marks (tags, labels, price stickers etc) from the product that may be traced back to the store from which it was purchased.**
- **Buyer may NOT advertise any store names or store brands** anywhere – this restriction includes auction listings.
- Buyer agrees to allow representatives of Premier Wholesaler or any of the mentioned stores to routinely inspect buyer's premises to ensure compliance with the above terms.
- The above restrictions apply to the following stores and brand names:
 - Target, Wal-Mart, Sears, K-Mart, JC Penney, Macy's, Bloomingdale's, Rite Aid, Bon Marche, Von Maur, Burdines, Circuit City, Best Buy, Sams Club, Costco, Mervyn's, Harbor Freight, Kohls.
 - Craftsman, Kenmore, LXI, INC, Alfani, Style & Co, Emma James, Jennifer Moore, Tasso Elba, Charter Club, Clubroom, Green Dog, Cherokee, Gilligan, O'Malley, Greatland, Honors, and all other Target brands.

Shipping

Shipping is the responsibility of the buyer and is set up as courtesy. Premier Wholesaler will help to arrange shipping, however, any overages, layover fees, fuel fees, etc but responsibility still remains with the buyer. Any claims regarding delays, lost in transit, additional delivery charges, additional fees must be made directly with the carrier responsible. Premier Wholesaler sells all goods direct from facilities to its customers. Additionally, any items paid for but not claimed or unloaded within 3 business days will be discarded or disposed of at the sole discretion of Premier Wholesaler unless prior written permission is obtained from Premier Wholesaler.

I have read and agreed to the terms and conditions of this agreement. I agree to purchase goods from Premier Wholesaler under the policies described in this agreement. I authorize Premier Wholesaler to keep this agreement on file and apply these policies to all future transactions made between the Company and myself until I have notified Premier Wholesaler in writing. In signing this agreement, I chose to waive my rights to any claims against Premier Wholesaler in the event of losses, missing quantities and defective items found in goods I purchased. It is hereby agreed that the laws of the State of Florida, County of Orange, will govern all matters concerning this sale. Should any dispute occur, the matter will be settled by arbitration at the discretion of Premier Wholesaler at my sole expense and with no expense to Premier Wholesaler.

I understand that I may lose the privilege of future surplus / salvage purchases if I do not adhere to these requirements.