

# Terms of Sale



**WALTERS' SWIM SUPPLIES, INC.**

Website: [www.walterswim.com](http://www.walterswim.com) Email: [walterswim@sbcglobal.net](mailto:walterswim@sbcglobal.net)

In Wl: 1-262-790-9199 Fax: 1-262-790-9043 Toll Free: 1-800-558-0428

- Discounts** Both the due date and the cash discount, if any, are as indicated on the invoice. There are no trade discounts except as specifically offered in writing. No discounts are allowed or earned if, at the time of receipt of payment claiming a discount, an account is **"past due"**.
- Late Charge** 2% (or maximum allowable rate) will be charged on the unpaid balance of the account on the first of each month if payments have not been made in accordance with the terms of the invoice.
- Prices** Prices are subject to change without notice. Orders will be invoiced at prices prevailing at the time of order confirmation.
- Written Quotes** All written quotes must be requested in written form.
- Removal from Mail List** In order to be removed from our mail list you should cut out the back cover of this catalog with your address on it and write in bold print "PLEASE REMOVE" next to the address and fax to 262-790-9043. If you opt to use e-mail to remove your address from the mail list, email [walterswim@sbcglobal.net](mailto:walterswim@sbcglobal.net) and in the subject area type "REMOVE ADDRESS". In the body of the message please type the exact name, salutation, address, city, state and zip you want removed.

## Institutional and Individual Terms

- Returns and Claims** Shortage claims and misshipments on color and sizing must be reported within 48 hours of receipt of goods or credit will not be issued.
- Any return claim after 45 days will not be accepted.** Walters' Swim Supplies, Inc. reserves the right to view and determine the validity of any defective merchandise claims. Only verified defective merchandise or merchandise not in agreement with the purchase order will be accepted for replacement. Any swimwear purchases **MUST** be returned with tags still attached to the suit and in original boxes sent in.
- Prior return authorization MUST be authorized from Walters' Swim Supplies, Inc. before returning any item. All unauthorized returns will be refused. Contact customer service for appropriate return authorization on defective merchandise or misshipments.**
- Customer must provide Walters' Swim Supplies, Inc. with the invoice number, order number, and ship date before a claim can be processed.
- Customer agrees to not withhold payment pending settlement of any claim.
- Restocking** **A 25% restocking fee will be charged for refused, cancelled shipments or return not resulting from defective merchandise or shipping error. A return authorization must be obtained prior to returning any merchandise.**
- C.O.D. Shipments** C.O.D. accounts will be contacted for approval prior to shipment and subject to current C.O.D. charges.
- Past Due Accounts** No order will be accepted from, nor will any shipments be made to an account which is past due.
- Collection Costs** Customer agrees to pay all reasonable collection costs, including attorney fees in connection with collection of past due accounts, whether suit be filed or not.
- Individual Terms** **Individual orders or special order items are nonreturnable.** Defective merchandise falls under the same procedures as listed above. Failure to follow all the above steps for return will result in no return authorization being given.
- Returned Checks** **All checks returned to Walters by the Bank for Non Sufficient Funds are subject to a \$25.00 NSF Charge. No Exceptions!**