

WHOLESALE TERMS AND CONDITIONS  
A Partnership Agreement (2023/2024)

Company:

Address:

City, Prov., Postal:

Phone:

Email:

And Manufacturer Tinsley Transfers Inc. 12977 Arroyo St. San Fernando CA 91350

Greetings from Tinsley Transfers and thank you for being a part of our fast-growing, US made and designed premium quality product line. In order to grow the business in this ever-changing economy we have updated our Terms and Conditions.

We are excited about the changes and hope you find that we are always looking to add clarity and transparency with our customers to add a more enjoyable buying/selling experience.

Please read, sign and submit the following information to Tinsley Transfers Inc.

([angela@tinsleytransfers.com](mailto:angela@tinsleytransfers.com)). We are looking forward to updating our records and a prosperous year ahead.

Over the last several years we have continued to shift our focus from Brick-and-Mortar stores to exclusively selling to Distributors, Online Retailers, and Box Stores. For this reason, we have also continued to increase buying/selling power for all parties and it is our goal to continue to do so.

In order to maintain lower manufacturing costs, sustainable retail pricing and ease of warehousing and shipping we have listened to our customers and studied the data. We are continuing to restructure our process as listed below.

Below you will find our clear and defined look at our 2024 Terms and Conditions.

**DISTRIBUTION ORDERS:**

**NEW - Units/Inner Packs/Case Packs**

We have reduced our distribution Case Packs in order to accommodate ease of shipping costs, reduced buying volume, inventory warehousing, and expansion of variety.

***\* All items must be ordered in their Case Pack quantity.***

**All Products** (Excluding Tinsley Masks) – Moving forward all distribution Case Packs will now include 12 Inner Packs (6 Units) for a total of 72 Units per style.

## **Tinsley Masks**

- Case Pack of 6 Units per style
- Minimum order of 4 styles (24 Units total)

## **NEW - Minimum Purchasing Requirements**

Here at Tinsley Transfers we understand that the power of purchasing should be scaled based on volumes and distribution capabilities. As your partner, we have created tiers for flexible buying power while still allowing for discounts, acceptable margins, and profits.

***\* Tiers based on gross sales before discounts.***

**Tier A** - 30% Discount - \$100,000 +

**Tier B** - 25% Discount - \$50,000 - \$99,999

**Tier C** - 20% Discount - \$25,000 - \$49,999

**Tier D** - 15% Discount - \$10,000 - \$24,999

**Tier E** - 10% Discount - \$5,000 - \$9,999

- Tiers are calculated based on accumulated orders placed prior to March 1st.
- Tier discount valid until Oct. 31st of current year.
- Orders placed after March 1st will fall under the accumulated tier and will not increase your discount.

***ALL OFFICIALLY LICENSED PRODUCT will be further reduced 6% regardless of Tier.***

*Example: Tier C (20% Discount) = 14% discount on officially licensed products.*

## **ORDER DETAILS**

**Order Deadline:** All orders should be placed no later than March 1<sup>st</sup>, 2024.

**Fulfillment:** All orders will be considered and fulfilled based on desired shipping dates and priority of date ordered. No order will be finalized until payment terms are mutually agreed to and deposits have been provided.

**Backorder:** In the event there is a backorder, the customer will be notified in advance of the original ship date. No backorder will be charged until the customer is notified that the backorder is ready and willing to be accepted. Backorders are not billed with initial orders and will be invoiced separately.

**Post Deadline Orders:** Orders placed after March 1<sup>st</sup>, 2024, should be considered late, and will be moved to the end of the shipping season. Fulfillment is based on product availability and will

be shipped in the order they are received. Post Deadline Orders are not guaranteed. Typical shipment for late orders are between Sept. 1<sup>st</sup>, 2024, and October 1<sup>st</sup>, 2024.

**Special Labeling:** If special labeling is required for your products on delivery, then we **must be provided with your specifications in advance of your order preparation**. We will accept all special labeling requirements for review within 15 days of receipt of order. All special labeling will be taken on a case-by-case basis; there will be an up charge for these modifications. Typical upcharges can range from 2% - 10% of the order's value pending the review.

**Delays:** In the event there is a delay in your shipment. Tinsley Transfers will provide a 14 day advance notice of possible shipping delays or potential backorders.

## **PAYMENT**

**Deposits:** Tinsley Transfers requires a 50% deposit upon completion of receiving orders. Order is scheduled for processing ONLY once the deposit is received. Deposits are required one week after the final March 1st order deadline.

**Final Payment:** The balance of your order payment is required prior to shipping.

**Payment Methods:** Tinsley Transfers accepts the following payment methods; listed in preferred order.

- Credit Card: Tinsley Transfers preferred means of payment. Please fill out a Credit Card Authorization Form with your current info. Credit cards on file will prevent any delays in orders going out upon delivery date. A 3% charge will be applied to all credit card payments.
- Checks: Orders will not be finalized for shipping until the check payment has cleared and the funds deposited.
- ACH: preferred over wire transfers.
- Wire payments: You will be invoiced a \$30 Wire Transfer Fee per transaction.

## **SHIPPING**

All goods are shipped at the customer's expense.

**International Orders:** Customers are required to process and schedule their own shipping.

**FedEx/UPS:** We can ship prepaid on our account and add shipping costs to your invoice or we can ship collect on a provided account number. All goods are shipped using regular Ground service. Any shipping upgrades will need to be notified to us prior to the original shipping date and be charged accordingly.

**\* Shipping cutoff is 1:00 PM PST.**

**3rd Party Shipping/Freight Forwarding:** We do not assume any responsibility for products sent to 3rd party shipping companies.

**Special ship/freight:** Requests must be coordinated by the customer.

### **RETURNS, EXCHANGES, LATE PICKUP/DELIVERY, AND CANCELLATIONS**

Any issues/quantity discrepancies of product must be submitted via email within 5 business days of receipt of product. You agree to check your order the day you receive it.

**Returns and Exchanges:** Email any Return/Exchange requests to: [info@tinsleytransfers.com](mailto:info@tinsleytransfers.com)

- No returns on merchandise unless defective.
- All exchanges must be made within (15) days of receiving the order, upon manager's approval, on a case-by-case basis.
- All exchanges will be billed with a 15% restocking fee for the product returned.
- Packages sent back for exchange must be in original sell-able condition: No tears, folds, or damage to the package. Packaging must be free of stickers, labels, price tags, etc.

**Late Pick Up:** Failure to process shipping within 10 days of being notified that the order is ready, based on shipping delivery date request, will result in storage fees and/or restocking fees.

For every day after the 10 day waiting period, unless otherwise mutually agreed upon, Tinsley will charge 1% of the order's value per day up to 15 days before placing the product back into working inventory; thus, resulting in a 15% restocking fee. These charges, if not taken at the time, will be billed to the following order/invoice for up to a two year period.

**Cancellations:** Orders are completely refundable until April 15th. Deposits are non-refundable on orders canceled after this date. Such orders will be subject to a complete or partial 15% restocking fee. If canceled after the deadline, if mutually agreed upon that a refund is provided, a 15% restocking fee will be in place.

### **MAP GUIDELINES**

Our MAP guidelines are attached.

PLEASE READ BEFORE SIGNING. YOUR SIGNATURE IS ACKNOWLEDGEMENT THAT YOU HAVE READ AND UNDERSTAND OUR MAP POLICY.

### **FINAL NOTES**

We understand that Tinsley Transfers can have its shortcomings, but we are consistently working hard to resolve and improve these issues. Commonly, NEW Products can be delayed due to new tooling, unexpected production in-line issues, etc.. Although we never hope for delays, they are sometimes inevitable. We will always do our best to communicate any foreseeable delays in advance.

The Tinsley Wholesale App will still be available to all customers as reference to our catalog, new product releases, images, and testing forms. We are always in the process of updating this and welcome any suggestions.

Our goal this year is to take the available time and resources to jump deeper into video support for your sales teams and for the end users. With stronger promotion and a more detailed look into our products, we are confident that everyone will have the tools to make informed decisions and come to the same conclusion; that Tinsley is offering a quality, as well as competitive product, that is second to none.

We appreciate you taking the time to review these new changes to Tinsley 2024 and look forward to growth, prosperity, and our engagement in the years to come.

Thank you.

Sincerely,

Christien Tinsley

**Wholesale/Buyer**

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Seller**

Tinsley Transfers Inc.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_