

# TERMS & CONDITIONS 1/2

Please take a few minutes to review the following terms and conditions under which we do business. Do not hesitate to call us at 1.800.206.6544 or send an e-mail to [info@chichesterinc.com](mailto:info@chichesterinc.com) if you have any questions or if we can be of service.

## **Payment**

- 1) We accept major credit cards (Visa, MasterCard, American Express, and Discover), cash, PayPal, money orders, some business checks, prepayment by personal check (orders will be held until check clears) and wire payments. Credit cards are our preferred means of settlement.
- 2) Net 30 terms only to select institutions, museums, and corporations only with proper identification.
- 3) Interest will be charged to overdue accounts at the rate of 2% per month. Late accounts may be denied future credit terms.
- 4) No merchandise will be shipped to overdue accounts until payment in full is received.
- 5) A US\$52.50 administrative fee will be charged for all bounced checks. If your bounced check causes us to bounce checks, you will be held liable for any NSF charges incurred.
- 6) We can hold orders for seven (7) business days should you wish to send a money order, we can call you with the total. If you do not send the payment as promised, we will not offer this service to you again.
- 7) Because of the high cost of handling COD shipments, we will only ship on a COD money order basis to approved customers. We ship promptly and will inform you of the COD amount so you can have a U.S. postal money order or Wal-Mart money order ready. COD by UPS only with a COD fee of US\$26.25 per box.

## **Pricing**

All merchandise is priced in U.S. dollars. All prices are subject to change without notice. Price changes will be confirmed before shipping.

## **Minimum Order**

The minimum wholesale order is US\$175.00 not including shipping.

Minimum order is US\$250.00 for Canadian orders and US\$500.00 for other international orders.

## **Shipping**

- 1) We rely on UPS ground service. If you have special shipping requirements, please let us know.
- 2) All shipping charges are to the account of the buyer.
- 3) No expedited service to new customers.

## **Shipping by UPS**

Regular UPS ground service is cheap and relatively fast--usually 1-6 business days anywhere in the continental U.S.

If you require express service, please keep in mind that using UPS 3-Day Select generally doubles the cost of shipping and using Next-Day Air doubles it again. For express shipments you pay for either weight OR volume. Express service is expensive! We usually alert customers to this fact of life, but many people often underestimate what it will cost for express service. To send a box of 100 rabbit skins (about 15 pounds) to California costs only \$15.00 or \$20.00 by ground service, but may cost \$90.00 by next-day air. If in doubt, please ask for a quote before having us send you something by express service and then charge you four to five times what you believe is "reasonable."

## **Shipping by U.S. Mail**

We can send parcels by U.S. mail if you wish. We enter in the pick-up data by computer the day the order is packed and invoiced.

It is picked up the next day by the post office. Normally, delivery time is 2 to 3 days anywhere in the U.S. We will insure the goods, but cannot be held accountable if the U.S. Post Office takes a month to deliver your parcel.

There is a US\$78.75 rush fee if you want us to take the parcel to the post office for immediate shipment the same day.

We will charge an additional drop off fee if you would like us to make a special run to the UPS or USPS shipping depot. The drop off fee is US\$105.00 in Antwerp, New York.

## **Insurance**

All shipments are insured at the buyer's expense unless prepaid in full and an insurance waiver is signed. Our packers have an excellent record in guarding against damage, but damage can occur and truck drivers have accidents. In the event of an insurance claim, UPS requires you to keep the original carton. Put all damaged items as well as packing materials back into the original carton it was received in and hold for UPS. E-mail or call us within 5 days so UPS can examine or pick up the carton.

## **Back Orders**

Back orders are open, active orders for a period of six months and will be filled as soon as goods become available at the current price. We will notify you if there has been a price change. If you do not want this service, it is your responsibility to cancel back orders. Returned back orders are subject to the 15% restocking fee. Shipping charges for back orders are to the buyer's account.

If you specify a credit card for payment and there is a back order, we will use the same card to process the back order unless you tell us differently. We will send a copy of the invoice along with your order. If you require a phone call with the total, please let us know at the time of ordering.

## **Business Hours**

There is usually a staff member around to answer the telephones from 9:30 a.m. until 6:00 p.m. eastern time from Monday to Friday. If we are all on the phone or unable to answer, please leave a message: we return calls as soon as possible. Occasionally, the phones will be answered in the evenings and on weekends, but no coverage is guaranteed. E-mail is checked regularly during the day on business days and occasionally on the weekend.

Most of our warehouse is configured for storage and shipping, and is not designed for browsing or shopping. If you wish to meet with our staff, please call to make an appointment so you will not be disappointed.

The main administrative office is located in Toronto. This office is closed during both major Canadian and U.S. holidays.

## **Return Policy & Restocking Fee**

Rest assured that you may return any item that you buy from us if you are not 100% satisfied at the time of receipt. Please call or e-mail us within five (5) days of receipt to let us know that there is a problem and return the merchandise promptly, no more than 30 days after our ship date. Upon receipt of the returned merchandise in its original condition, we will issue a refund for the value of merchandise less a 15% restocking fee. We do not issue a refund for shipping costs. You are responsible for shipping and insurance costs both ways. We have had customers request that we ship something by next-day air and then want to return the item and get a full refund on the value of the goods and shipping. Sorry, but we do not think this is reasonable. If you are in a rush, please keep in mind that you will be paying the cost of expedited shipping. We encourage you to ask questions and buy small quantities first to

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ensure that you are getting what you want.

We do not offer merchandise on a consignment or trial basis. No returns will be accepted after our guarantee period. All returns must be approved in advance and have a return authorization number similar to RA100304MS, where RA is for return authorization, the date in yymmdd format and the initials of the person you spoke with. This number must be on the outside of the box for the warehouse staff to accept the shipment.

We have very few returns. We do our best to describe items accurately, ship quality merchandise, and encourage customers to ask questions about our products prior to shipping. If in doubt, please ask. If you have any questions or concerns, please send us an e-mail at [info@chichesterinc.com](mailto:info@chichesterinc.com) or call us at 1.800.206.6544.

## **Claims and Disputes**

Our goal is to deal with any problems that arise as quickly as possible (i.e., less than 30 days). If we owe you money for some reason, we will either send a check or credit your credit card promptly. If there is a problem or we have overlooked something (deleted e-mail, misplaced message, etc.), it is your responsibility to stay in touch with us to resolve the matter as soon as possible--not almost a year later. Please help us resolve claims or disputes quickly. It's better for both of us.

## **New York State Sales Tax**

All shipments to New York addresses will be subject to New York State sales tax on both the value of the goods and freight unless a tax exemption certificate is on file prior to shipping.

## **Wildlife**

All wildlife products are offered for sale with the condition that if special permits are required to make the sale legal, these permits will be obtained prior to shipping the wildlife product (e.g., grizzly bear, cougar, or wolf products shipped from New York, export permits from the U.S. Fish & Wildlife Service for overseas shipments, or CITES permits for goods subject to CITES).

All wildlife products are shipped with the understanding that it is the buyer's responsibility to ensure that he or she may legally possess and/or re-sell the purchased wildlife products (e.g., furs, hides, skins, claws, teeth, etc.) in his or her jurisdiction. Any fines, fees, legal fees, penalties, loss of business, and/or court costs, etc. incurred on the part of Chichester, Inc. for illegal shipments will be to the account of the buyer. We will not knowingly ship illegal products. Each state, however, has its own laws. There is no way we can keep track of all of these changing laws. If you are uncertain about the legality of owning a specific wildlife product, check with your state, provincial, or national officials before ordering.

All wildlife products are shipped on an ex-works basis. The final sale occurs at our loading dock in Antwerp, New York. We engage UPS, FedEx, the United States Postal System, or any other carrier on your behalf to transport products purchased at our warehouse for final delivery to your destination.

## **International Orders**

We will charge a US\$39.50 international admin fee on all exports. This fee is for filing the paperwork for the export declaration and taking the parcel to the post office. We will also charge a US\$2.65 fee for each additional line item on the export declaration.

We charge a US\$26.25 fee for a USMCA/CUSMA Certificate of Origin.

The following are optional documents should you wish us to include them with your shipment. These are not required

documents but it is in your best interest to have them.

Fumigation Certificate - US\$5.25 fee

Non-Endangered (No-CITES) Certificate - US\$5.25 fee

All shipments to addresses outside of the United States are subject to a US\$294.00 surcharge for items containing North American fish and wildlife products (e.g., deerskin, beaver skins, etc.) or a US\$363.00 surcharge for items containing fish and wildlife products from outside of North America (e.g., cowrie shells, reindeer skins, etc.). The surcharge covers the cost of completing additional paperwork, obtaining an export license, and having the shipment inspected. This fee must be paid prior to our completing the paperwork and is non-refundable. Please call or e-mail for further information or visit our website at <http://www.chichesterinc.com/InternationalOrderingInformation.htm>

## **Suitability for Children**

Many items in this catalog are not recommended for children under 13 years of age. None of our items are suitable for infants or toddlers.

## **Country of Origin and Authenticity**

We sell a variety of Native American-made products, products made by non-Natives, and imported products. In order to ensure compliance with the laws concerning product markings and Native authenticity, it is important to leave the country of origin and authenticity tags on all products.

## **Native American Products**

In this catalog, Native American, Native, and Indian are used interchangeably. If you have any questions about the authenticity or Native American origin of any of our products, please do not hesitate to call us at 1.800.206.6544. Ask to speak with Paul Crosby. To ensure accuracy and because of possible legal ramifications, Paul is the only person in the company authorized to make formal statements concerning the authenticity of any products. We try to indicate as clearly as possible in our literature and on our website which products are Native made and which ones are not.

We are strong supporters of legislation designed to stop the misrepresentation of imported or non-Native merchandise being sold as though it were Native made. We also work closely with many Native American artists and craftsmen and want to ensure that there will always be a market for their work.

## **Legal Jurisdiction**

In the unlikely event of any legal proceedings, all parties agree that the jurisdiction shall be Antwerp, New York, USA.

## **Privacy Policy**

We cherish our own privacy and respect yours. We will neither sell nor give your e-mail address, phone number, or other contact information to anyone else.

## **Final Note**

We value your business and look forward to serving you. These terms and conditions are designed to help avoid any misunderstandings between us and to facilitate a good business relationship. Thank you.