TERMS & CONDITIONS





ORDERING | Please e-mail purchase orders or completed order forms with your requested ship date to <u>orders@gour-</u> <u>metint.com</u> If you would like an electronic (Excel) order form please e-mail the same address. Purchase Orders must reflect confirmed current pricing to be valid. Order confirmations with the requested ship dates will be sent via e-mail as the orders are entered. Please review the confirmation regarding quantities, products, pricing, and planned ship dates to ensure accuracy. Contact us with any changes you feel are necessary. We will do our best to fulfill every order; however, invoice and ship dates may vary due to product availability.

LATE & ADDITION ORDERS | Orders are processed on a FIRST COME, FIRST SERVE basis. Any orders received after the appropriate Everyday Order lead time or Holiday Order deadline are subject to product availability and will be assigned a ship date after all on-time orders are processed. Additions to Holiday Orders after the deadline must be placed on a separate order. We will make every effort to provide the additional product, but in the event quantities are limited, we must fulfill requests in the order in which they were received. Everyday Orders to be added and combined with already confirmed Holiday Orders must be received by September 1, 2025. Customer sales & service representatives will be able to advise you on availability. Please contact us at <u>orders@gourmetint.com</u>

BACK-ORDERS & CANCELLATION | Back-orders will be shipped at our expense if the original order met the prepaid freight level. You may add product to the back-order, but the totals must reach your prepaid freight level in advance. Cancellation of Holiday Orders will not be accepted once processed.

TERMS OF SALE | Terms of Net 14 days may be established based on approval of a fully completed credit application. Terms are granted to accounts with satisfactory payment history and favorable references. Please allow two weeks for processing. First time orders are to be paid in advance. A finance charge of 1.5% (18% annually) will be added to all delinquent accounts. Accounts with open invoices over the assigned credit terms will need to bring their account current (including open order) prior to shipment being released.

TITLE OF GOODS | All goods remain the property of Gourmet International, Ltd. until paid for in full.

FREIGHT MINIMUMS | Minimums for prepaid freight** are as follows: \$1200 in lower and mid-Michigan (\$1,500 to Northern MI and the Upper Peninsula). \$2,000 to IL, IN, OH, WI. \$3,000 to AR, CT, DE, IA, KY, MA, MD, MO, NC, NJ, NY, PA, RI, SC, TN, VA. \$3,500 to AL, FL, GA, KS, LA, ME, MS, ND, NE, NH, OK, SD, TX, VT. \$4,000 to AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY. Prepaid freight** is not available to AK or HI. Minimum order amount must be met regardless of an out of stock item. **In An effort to provide the best value to our customers, Gourmet International will pay freight up to 10% of the invoice value when minimums are met. Any additional freight costs will be invoiced to the customer. A cooler box charge of \$10 per box will be added to an order seasonally or to warmer climate locales. Orders of perishable items such as fish, meats and cheese will incur an overnight shipping surcharge. All incremental expenses incurred for special services required at time of delivery include but are not limited to lift gate charges, inside delivery, limited access locations, residential or high-cost area charges accessed by the carrier and fuel surcharges, and are not covered by Gourmet International and will be passed through to the customer. **Freight Minimums must be met to release an order shipment**.

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FLEET MINIMUMS | Minimums for Gourmet International Fleet Delivery, based on available routes, are as follows: Grand Rapids MI area \$500, Frankenmuth MI \$750, Lower MI \$750, Chicago \$1000. *Fleet Minimums must be met to release an order shipment.*

FULFILLMENT, AVAILABILITY & BACK-ORDERS | Gourmet International does not guarantee sales and is not responsible for loss of sales in case of product unavailability. Orders are subject to stock on hand. Gourmet International will back-order seasonal products based on availability. **All Holiday Sales are final.**

PRICING & PRODUCT SELECTION | Pricing and product selection are subject to change without prior notice. Product packaging design, case pack, size, and or item codes are subject to change without notice. The red martini icon indicated next to certain products throughout the catalog indicates that it contains alcohol and is subject to state laws. Prices and descriptions are also subject to correction of typographical error.

RETURNS & DAMAGES | All discrepancies must be reported to Gourmet International, Ltd. within 48 hours of receipt. <u>Claims reported after 48 hours will not be credited.</u> Damage to shipments must be noted on the bill of lading at the time of receipt or returns will not be accepted. Damaged merchandise should be retained along with the packing materials and shipping cartons for possible inspection by carrier. We may request digital images of damages to support our claim with the carrier. Perishable goods are not guaranteed. We will not issue credit for products not maintained at the temperature recommended by the manufacturer. Gourmet International does not guarantee sell-through on any products. We will not accept returns of any Holiday Orders, including Special Orders. **All Holiday Sales are final.**

ACCEPTED FORMS OF PAYMENT | Gourmet International accepts the following forms of payment: checks, cash, ACH, debit cards and credit cards. Please note if you are using a credit card for payment, Gourmet International will be charging a 2% surcharge to cover our processing fees. This is for all states except: California, Colorado, Connecticut, Florida, Kansas, Maine, Massachusetts, New York, Oklahoma, Texas and Puerto Rico. A \$45 charge will be added to returned checks.