



1. PAYMENT

- Each order is paid in full before it leaves our warehouse. This applies to every shipping method unless agreed otherwise in writing.
- How freight is billed does not change when payment is due.
- We ship upon cleared and final payment as confirmed by our bank. A confirmation number, receipt, screenshot, or pending or reversible ACH is not cleared payment. Time awaiting bank confirmation does not count against our shipping estimate.
- We may require a deposit of 25% to 100% on any order. If the order completes, the deposit is applied to the invoice. If the order is cancelled or not completed, the deposit is retained.

2. THE GOODS

- We sell closeout and overstock merchandise. Short-dated or undated stock, discontinued items, prior-season packaging, mixed case packs, and shelf-worn cartons are normal for closeout goods and are not defects.
- We make no representation as to shelf life, expiration, production date, or batch. If date coding is material to your purchase, confirm with us before ordering.
- We hold no brand authorization for any goods we offer or sell. We are not an authorized distributor, reseller, or agent of any brand, unless we state otherwise in writing for a specific brand and product. No brand owner has approved, endorsed, or sponsored our sales.
- We sell genuine goods.

3. RETURNS

- All sales are final.
- Goods are sold as is. We make no representation as to condition, shelf life, expiration or production dates, batch, or packaging. The sole exception is that goods are genuine (Section 2). No other warranties apply, express or implied, including merchantability and fitness for a particular purpose.
- No goods may be returned without return authorization issued by us in advance. Goods returned without authorization may be refused, returned at your expense, or disposed of after 30 days without credit.
- Claims for incorrect items or damage must be submitted within the inspection period in Section 4. Where we confirm the error was ours, we will issue return instructions and cover return freight.
- Approved returns of non-defective goods are subject to a 25% restocking fee.

4. DELIVERY

- We ship to the address and receiving instructions on your account. Advise us in advance of any requirement for a lift gate, appointment, or call before arrival.
- Ship dates are estimates. On delivery, inspect the shipment, note any damage or shortage on the Bill of Lading before accepting, notify the carrier, and email us within 24 hours.
- A Bill of Lading signed at the delivery location constitutes successful delivery, subject to the 24-hour inspection window.
- Once the carrier takes possession, goods travel at your risk unless agreed otherwise.
- Shipping and freight charges are the buyer's responsibility unless agreed otherwise in writing.

5. RESALE AND MARKETPLACE RISK

- You are responsible for confirming brand resale policies, MAP, territory restrictions, and marketplace gating requirements for any channel on which you intend to sell.
- Marketplace outcomes are your risk. This includes listing removals, account suspensions or bans, gating denials, held funds, and brand or platform complaints. None constitutes grounds to return goods, cancel an order, withhold payment, or initiate a chargeback. The invoice remains payable in full.
- We do not provide invoices, letters of authorization, supplier information, or documentation for ungating, appeals, or platform submissions, except where expressly agreed in writing.
- Once goods leave our warehouse, responsibility for them passes to you, including storage, handling, marketing, sale, and all matters arising after your sale.

The full Terms & Conditions include binding arbitration, a jury trial waiver, and a class action waiver (Section 12), a limit on our liability (Section 11), and your agreement to cover our costs on claims connected to your business.

For the full Terms & Conditions, please see:

<https://www.pkinternationalinc.com/terms>

Acknowledgment

☐ I have read and agree to P.K. International's Wholesale Terms v1.0
— including **binding arbitration and class action waiver** (§12),
24-hour inspection (§5), and all sales final (§6).

Authorized Signature _____

Date _____

Print Name _____

Title _____