

Bright Ideas Terms of Sale

Last Update: 05/18/2020

Thank you for your business! We encourage our customers to familiarize themselves with our Terms of Sale.

Shipping

- Domestic shipping is via UPS Ground, FOB Groveport, Ohio (Holiday) and Beaver Dam, Wisconsin (Candles). International shipments can be shipped via USPS, but this may cause a delay in shipment. Shipping via FedEx is available upon request.
- Rates are charged at UPS Ground rates unless special shipping methods (2nd day air, overnight, etc.) are requested.
- At the time of shipping the UPS shipping interface determines whether the shipping address is commercial or residential. Shipping to an address classed as a residential destination will result in higher shipping charges. Bright Ideas has no control over how UPS determines commercial versus residential locations.

Minimum Orders

- There is no minimum order. However, our items are sold in multiples of the minimum quantities. Orders not placed in multiples of the minimum quantities will be rounded up to the nearest multiple. Opening Orders
- For opening orders, acceptable payment methods are pre-payment via cashier's check, money order, Visa, MasterCard, Discover or American Express.
- If requesting net 30 terms on an opening order:
The order must be a minimum of \$1,000.00. Certain institutions such as hospital gift shops or non-profit organizations may be exempt from this rule.
Please contact Bright Ideas at 920-887-3881 to request an exemption.

Standard Payment Terms

- Accepted Payment Methods are Visa, MasterCard, Discover, American Express, Cashier's Check or Money Order. Cards will be charged for goods upon release to the shipping department. Orders may be released to the shipping department up to 14 days prior to requested ship date unless otherwise specified. Shipping fees will appear as a separate charge once actual freight charges are determined.
- There will be a \$75 NSF charge for any returned checks.
- Net 30 terms:
Net 30 terms will be considered upon completion of our credit application and approval by Myrs Credit Advisors with a 10 or 10A rating only - no others will be considered.
Net 30 accounts MUST maintain a valid cell phone number, email address and credit card on file with Bright Ideas.
There will be a 5% per month internal collection fee on balances 30 days or more past due.
Accounts placed for 3rd party collections will be responsible for all fees and collections costs.
An additional 30% collection fee will be added to the balance due when your account is submitted for 3rd party collections.
Our 3rd party collection agency will report all account collection activity to major credit bureaus.
Customer authorizes Bright Ideas to charge any past due balances to the credit card on file.
NOTE: Customers on "Fixed Date" or "Dated" terms (Net 60, Net 90, Nov. 1 Dating, Dec. 1 Dating, etc.): Payment is preferred via check.
A 4% convenience fee will apply to any payment made via Credit Card on "Fixed Date" or "Dated" term invoices.
- Any delay in pre-payment on the customer's part, or if the credit card given at the time of order placement declines, will result in unavoidable delay in shipping of the order. Bright Ideas reserves the right to cancel such order if no timely response is received. Customer may reinstate the order by providing updated payment information.
- Requesting Bright Ideas to contact you to obtain payment information at the time of shipping will result in unavoidable delays in shipping of your order.

Pricing Changes, Availability of Goods and Backorders

- Prices are current as of printing, May 2020. Additional tariffs may cause price increases.
- This catalog may extend into 2021. If so, a supplemental price list will be included with any changes.
- All prices are wholesale prices and are subject to change without prior notice.
- All goods are subject to availability. Orders are filled in progression of ship dates, NOT on order date basis. For example: an order placed in July with a ship date of August 1st will take preference over an order placed in January with a ship date of October 1st.
- Bright Ideas reserves the right to automatically backorder out of stock items unless the customer specifies "no backorders" at the time of order placement.
- If goods are not shipped for any reason, Bright Ideas will not charge for these items. Any money already paid for such goods will be refunded.
- Bright Ideas will not be responsible to compensate for any losses which may be suffered due to lack of availability of goods. Cancellations, Refusals, Returns, Shortages, Damages and Refunds
- Notification of order cancellations **MUST** be received in writing via fax, email or postal service at least 4 weeks prior to order ship date.

Shortages, Damages, Returns

- No returns without prior approval from Bright Ideas. Orders refused or returned without Bright Ideas approval will be charged a 20% restock fee plus all freight charges.
- All shortages and damages **MUST** be reported in writing via fax, email or postal service within 10 business days of receiving your order. Claims received after this timeframe will not be honored. It is the customer's responsibility to inspect the goods upon arrival and make the shortage and/or damage claim within the specified timeframe.
- If a call tag has been issued, credits, refunds and/or replacements will be processed once the returned goods have been received and inspected by Bright Ideas.
- All returned goods **MUST** be in their original packaging. No refunds, credits or replacements will be granted if returned goods were not in their original packaging. Indemnification Customer agrees to indemnify Bright Ideas, and its owners and employees, for any costs or liabilities which may incur as a result of the use of any of the Bright Ideas products.
- **Please note:** Fabrics, colors, and finishes may vary slightly from piece to piece. Some of our items are "primitive" which means it is the nature of the item to have small cracks, "old" and "worn" looks and other slight imperfections. These imperfections are not considered damage or defects.