

K&S Wholesale Phone Accessories Inc.

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www.kandswoholesale.com

#### **Order Cancellation Policy**

At K&S Wholesale Inc., we are committed to efficient order processing and excellent customer service. This document explains our Order Cancellation Policy, detailing the terms and conditions for placing, modifying, and cancelling orders.

#### 1. Order Placement and Acceptance:

- All orders are subject to acceptance by K&S Wholesale Inc. We reserve the right to decline any order for any reason.
- Orders can be placed through our authorized sales representatives, at trade shows, via our website (if applicable), or by phone/email.
- Upon order confirmation, it is the buyer's responsibility to review the order details for accuracy. Any discrepancies must be reported immediately.

#### 2. Payment Terms:

- Payment terms will be agreed upon at the time of order placement and may include upfront payment, net terms, or other arrangements.
- Orders will not be shipped until payment or approved payment arrangements have been confirmed.

#### 3. Shipping & Delivery:

- Shipping costs and estimated delivery times will be communicated at the time of order placement. However, quoted shipping costs may change based on the actual shipping cost on the date of shipment
- K&S Wholesale Inc. is not responsible for delays caused by the shipping carrier, customs, or other unforeseen circumstances beyond our control.
- Risk of loss and title for items purchased from K&S Wholesale Inc. pass to you upon our delivery to the carrier.

### 4. Order Cancellation Policy:

- Standard Orders (Non-Trade Show):
  - Orders placed through our standard channels (e.g., website, phone, email) may be cancelled without penalty if the cancellation request is received and

confirmed by K&S Wholesale Inc. *before* the order has been processed for shipping.

- Once an order has been picked, packed, and assigned a tracking number, it is considered shipped and cannot be cancelled. In such cases, our Return Policy (Section 5) will apply.
- Trade Show Orders:
  - **Immediate Shipment Orders:** Orders placed at a trade show for immediate shipment can be cancelled *before* the order has been processed for shipping.
  - Advance Shipping Date Orders: Orders placed at a trade show with an advance shipping date can be cancelled up to ten (10) working days prior to the scheduled shipping date. Cancellation requests received within ten (10) working days of the scheduled shipping date may be subject to a restocking fee (see Section 4.C).

# • Cancellation Fees:

- Cancellations of orders that have already been processed, picked, or are within the specified cancellation window for advance shipping orders (less than 10 working days) may be subject to a **15% restocking fee** of the total order value. This fee covers the costs associated with processing, handling, and re-stocking the merchandise.
- Special or custom orders may not be cancellable once production has begun.

# • How to Cancel an Order:

- All cancellation requests must be submitted in writing (email preferred) to our customer service department.
- The cancellation is not considered complete until you receive a confirmation email from K&S Wholesale Inc.
- Please include your order number, company name, and reason for cancellation in your request.

# 5. Returns & Exchanges:

- All sales are considered final unless explicitly stated otherwise.
- Defective or damaged merchandise must be reported to K&S Wholesale Inc. within **48 hours** of receipt.
- Returns for non-defective merchandise are generally not accepted. Any exceptions must be pre-approved by K&S Wholesale Inc. and may be subject to a restocking fee.
- Unauthorized returns will be refused or returned to the sender at the sender's expense.

# 6. Pricing:

- All prices are subject to change without notice. Orders will be invoiced at the prices effective at the time of order placement.
- All prices are exclusive of applicable taxes, duties, and shipping charges, which will be added to your invoice unless otherwise specified.

### 7. Limitation of Liability:

- K&S Wholesale Inc. shall not be liable for any indirect, incidental, special, or consequential damages arising out of or related to the products purchased or the inability to use the products.
- Our liability is limited to the purchase price of the products.

### 8. Governing Law:

• This policy shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

## 9. Policy Changes:

• K&S Wholesale Inc. reserves the right to amend or update this Order & Cancellation Policy at any time without prior notice. The most current version of the policy will always be available on our website or upon request.