

# Club13 – Sales Terms and Conditions

## 0. Definitions & Applicability

These Sales Terms and Conditions (“**Terms**”) govern all sales of products and equipment (“**Products**”) by **Club13 Enterprises, LLC** (“**Club13**”) to any purchaser, distributor, or reseller (“**Customer**”).

By placing an order, accepting delivery, or submitting payment, the Customer acknowledges and agrees to these Terms. No verbal agreements or prior communications shall supersede these written Terms unless approved in writing by an authorized representative of Club13.

These Terms apply to all invoices, purchase orders, and transactions unless a separate written agreement states otherwise.

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## 1. Satisfaction Guarantee

Since 1999, we proudly stand behind our products. If you are not fully satisfied, you may return eligible merchandise within the applicable window below, following our Return Merchandise Authorization (RMA) process.

Club13 doesn't pay for the shipping of return - In certain cases, Club13 may initiate Bill of lading or return label, whereas the associated cost shall be deducted from the credit memo of the customer initiating the return.

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## 2. Payment Terms & Billing

Unless otherwise stated in writing, payment terms shall adhere to those approved by Club13 for the Customer's account. All Buyers are required to maintain a current and valid business license on file. For orders exceeding \$2,500, a valid driver's license from the majority owner must also be provided.

- Payment information is required prior to shipment. The Customer authorizes Club13 to **bill the payment method on file** and agrees that payment will be made in full on or before the agreed due date.
- Accounts not paid within **30 days of the invoice date**, or beyond their **approved terms**, are considered **past due**.

- Club13 reserves the right to **suspend shipments, revoke credit terms, and pursue collection and/or legal action** on delinquent accounts.
  - Returned or stopped payments are subject to a **\$70 administrative fee**.
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### **3. Pricing Policy**

To maintain brand integrity and fair market value, all Customers receiving discounted or tiered pricing must adhere to the following terms:

- Customers receiving **Master Distribution Pricing** may not sell products to another distributor below the published **Distributor Pricing** tier.
  - When selling directly to **retail stores**, products may not be sold below the published **Chain Store Pricing** tier.
  - A detailed pricing tier breakdown is available upon request from your assigned **Club13 Sales Representative**.
  - Promotional discounts below minimum tier pricing (e.g., **holiday or Black Friday specials**) may only be offered with **prior written approval** from Club13.
  - In such approved cases, Club13 may collect a **rebate equivalent to the difference** between the lower tier's price and the authorized promotional price. This rebate will be **credited against the Customer's subsequent purchase**.
  - If the above terms are breached, Club13 reserves the right to **retain the rebate amount**, and no credit will be issued.
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### **4. Equipment Use Policy**

Any equipment received from, or sold by **Club13** (including but not limited to refrigerators, coolers, or display units) is designated **exclusively for Club13 merchandise**.

- Use of non-Club13 products in such equipment is strictly prohibited.
- **Violations will result in a \$1,000 fine for the first offense and \$2,500 for each subsequent offense.**

- Club13 reserves the right to pursue collection action for any unpaid fines or outstanding balances.
  - Balances that remain unpaid beyond **120 days** may be referred to collections.
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## 5. Collections Policy

- Club13 reserves the right to pursue collection action for any unpaid fines or outstanding balances.
- Balances that remain unpaid beyond **120 days** may be referred to collections.

Failure to pay any outstanding balances, fines, or penalties may result in **referral to a licensed collection agency**. Once referred, all communication and settlement must be handled directly with the agency. Collection fees, attorney costs, and related expenses may be added to the outstanding balance as permitted by law.

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## 6. Arbitration

These Terms and Conditions are governed by the laws of the **State of Florida**. By purchasing or accepting delivery of any Club13 product, the Customer agrees to abide by these Terms.

Any **dispute, claim, or controversy** arising out of or relating to these Terms, including enforcement or interpretation, shall be resolved through **binding arbitration in the State of Florida** pursuant to applicable arbitration rules.

Judgment on the arbitration award may be entered in any court of competent jurisdiction.

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## 7. Product Condition & Labeling Policy for Returned Merchandise

All products sold or distributed by Club13 must remain in **resellable condition** and free from any third-party markings or modifications.

“**Resellable condition**” means:

- Product packaging must be clean, sealed, and undamaged.
- No **price tags, customer stickers, store labels, or handwritten markings** may be applied.
- All labels, seals, and barcodes must remain intact and unaltered.
- Products must not be opened, used, or exposed to unsanitary or damaging conditions (e.g., excessive heat, moisture, or odors).

Failure to meet these standards may result in rejection of return, denial of credit, or applicable restocking fees.

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## 8. Return Merchandise Authorization form (RMA)

All returns require an **RMA number** issued by Club13.

- Contact your **Club13 Sales Representative** before shipping any product back.
  - RMAs are valid for **30 days** from the date of issue.
  - Unauthorized returns or those received without an RMA may experience delays , & additional restocking fees.
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## 9. Returns and Restocking Policy

Return Type	Age of Merchandise (Since Delivery of Sale)	RMA Provided	Restocking Fee
Standard Return	Less than 7 months	<input checked="" type="checkbox"/> Yes	<b>Free Return</b> — The party initiating the return is responsible for return shipping cost
Standard Return	Less than 7 months	<input type="checkbox"/> No	<b>20% Restocking Fee</b>
Standard Return	More than 7 months	<input checked="" type="checkbox"/> Yes	<b>15% Restocking Fee</b>
Standard Return	More than 7 months	<input type="checkbox"/> No	<b>30% Restocking Fee</b>

*All returns must be pre-approved and received in resellable condition. Unauthorized returns may be denied or subject to additional handling fees.*

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**10. RESTRICTION ON ONLINE SALES.** Club13 will select and appoint resellers (“Authorized Retailers”) to sell the Products at retail stores and through websites which are owned or directly controlled by an Authorized Retailer. Club13 will not list the Products, or knowingly sell Products to Authorized Retailers that intend to list the Products, for online sale through third party retail websites such as Amazon.com, Alibaba.com, or other third party online-only retailers or sales platforms. Club13 will promptly notify Client upon discovery of any listing contrary to this Section 3 of the steps it is taking to prevent further violations; however, Club13 shall not be liable for breach of this agreement in such an event.

## 11. Acknowledgment and Acceptance

By signing below, the undersigned acknowledges that they have read, understood, and agree to abide by the **Club13 Sales Terms & Conditions** as outlined above.

This agreement shall be binding upon the Customer and enforceable under the laws of the State of Florida.

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**For Customer (Purchaser / Distributor / Reseller):**

<b>Business Name</b>	
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<b>Authorized Representative Name</b>	<b>Title</b>
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<b>Signature</b>	<b>Date</b>
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**For Club13 Enterprises, LLC:**

<b>Authorized Representative Name</b>	<b>Title</b>
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<b>Signature</b>	<b>Date</b>
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