



Ryan K. Novak, Owner  
3774 Lee Mulroy Road  
Marcellus, NY 13108  
(315) 673-4098  
info@chocolatepizza.com  
www.chocolatepizza.com

## Wholesale Terms and Conditions

For both new and existing customers:

1. The minimum wholesale order remains \$100 (excluding shipping).
2. Retailers are encouraged to place wholesale orders using Chocolate Pizza Company's Wholesale Order Form. This minimizes the chance for errors. Completed order forms may be faxed (315-673-4050) or attached to an email (info@chocolatepizza.com).
3. Orders under \$250 (excluding shipping) require a credit card at time the order is placed (normally charged when order ships).
4. Orders over \$250 (excluding shipping) may be extended net 30 days if the account is in good standing.
5. Orders or reorders will not be shipped if the customer has an outstanding balance.
6. Net 30 days is a privilege extended to customers who order more than \$250 and maintain an on-time payment record. Customers who have been extended that privilege but fail to pay on or before net 30 days will have their status changed to credit-card-only for future orders.
7. The standard lead-time for non-holiday related orders is 5-7 business days (not counting the date the order is placed). Lead-time does not include shipping time. Customers should plan accordingly.
8. The holiday period (Nov-Dec) is very busy and peak production demands require that wholesale orders be placed as early as possible. Retailers should plan to place not later than October 20<sup>th</sup> for wholesale orders with delivery in November or December. Customers are encouraged to ensure their initial holiday order is sufficient for the entire holiday period to minimize delays with re-orders. Reorder requests can be made during peak season (Nov-Dec) but are processed on an as-available basis.
9. Retailers should plan on placing wholesale orders at least 45 days in advance of other holidays outside of Nov-Dec (i.e. Valentine's Day, Easter, Mother's Day, July 4, Halloween). Minimum fulfillment time for these holiday periods is 10 working days not including shipping time. **Retailers with any questions about lead times or availability of product should contact us directly.**
10. Claims for damaged product must be made within 3 days of delivery. No claims or adjustments will be made after 3 days. Damage must be reported by email (include a photo(s) of the damaged product) to info@chocolatepizza.com. At its discretion, Chocolate Pizza Company may issue a call-tag to have the damaged goods return shipped.
11. Chocolate Pizza does not wholesale every product it creates. Items shown on the website are for retail purchase. Available wholesale products are shown in our Wholesale Product Guide.
12. Wholesale orders are placed in case quantities. Partial cases are not allowed. Customers may mix like-items to achieve case quantity provided the items are identically priced (i.e. a case of 24 Slices could consist of 6 milk/nut, 6 dark/nut, 6 milk/MM, 6 dark/MM). Avalanche slices could not be included in that example because they are higher priced.
13. Customers must present acceptable proof of retailer status (issued by the state) to qualify for tax exempt wholesale transactions.
14. Chocolate Pizza Company reserves the right to determine all matters relating to the sale of its products by third parties including modification or termination of business relationships, changes in terms and conditions, etc. as it deems necessary and without notice.

**Thank you for being a Chocolate Pizza Company customer! We appreciate your business.**