

1. General

By submitting an order Buyer agrees to these Wholesale Terms and Conditions from Seller.

2. Warranty

2.1 Seller guarantees that the products supplied are free of design materials and manufacturing flaws and defects for a period of 3 months after delivery. The burden of proof concerning any existing flaw as meant above in this article 4.1 lies with Buyer.

2.2 In case Buyer returns a product with a claim under the warranty as mentioned in clause 2.1, the costs of returning are for the account of Seller. Returning products shall only be accepted with Sellers prior written permission.

3. MSRP

Buyer agrees NOT to sell below MSRP as listed on the Cool Decor Wholesale Price List.

4. Channel Restriction

Resellers may NOT utilize a national/global selling platform or marketplace such as, by way of example and not of limitation, AMAZON.com, EBAY.com, etc.

5. Payment

5.1 Unless otherwise agreed by parties in writing, the amounts owed by Buyer must be paid in full upon shipment of the order.

5.2 If Buyer fails to pay the amounts due to Seller or fails to do so on time, Buyer is in default without Seller having to serve notice of default. Without prejudice to any further rights on the part of Seller, Seller has the right to charge statutory interest plus 3% on the amount due from the relevant due date in the event of Buyer not paying or not paying on time.

6. Delivery

6.1 Seller does not guaranty delivery within a particular time period. Buyer must ensure correct delivery address details are provided to when submitting the order. Seller is not and will not be liable for any loss or damage, however it arises, if the products get lost or if they are not delivered by the expected delivery date.

6.2 Inspect package(s) thoroughly before signing for delivery to ensure no damage occurred during transit. It is normal that packaging show some wear, and normally, this does not mean that the contents are damaged. If the damage is extensive, you must take photos before opening the packages. You must contact us within 24 hours to report any damages.

7. Return and Exchange Policy

7.1 Our return and exchange policy is valid on damaged or defective merchandise only. Inspect your order and its packaging upon receipt. In the very unlikely event of damage, factory defects or wrong items shipped, contact us within 24 hours of receipt. You must notify us by e-mail at info@cooldecorcompany.com. We will be happy to exchange damaged or defective merchandise for the same identical item as soon as we are able to get you a replacement.

7.2 All sales are final. We do not accept returns for other reasons then the ones described above in article 7.1.

8. Governing Law

8.1 These terms and conditions will be governed by and construed in accordance with the laws of the State of Florida without regard for the conflict of laws provisions.

8.2 In the event of any dispute with regard to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party and the non-prevailing party shall pay upon demand all reasonable fees and expenses of counsel for the prevailing party.