



# Wholesale Payment Terms

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Agreement between User and [www.lobster207.com](http://www.lobster207.com)

Welcome to [www.lobster207.com](http://www.lobster207.com). The [www.lobster207.com](http://www.lobster207.com) website (the "Site") is comprised of various web pages operated by Lobster207. [www.lobster207.com](http://www.lobster207.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.lobster207.com](http://www.lobster207.com) constitutes your agreement to all such terms. Please read them carefully and keep a copy of them for your reference.

[www.lobster207.com](http://www.lobster207.com) is an E-Commerce Site. Selling Live Maine Lobster by the pound.

## **General Terms of Agreement**

To qualify for wholesale purchases, you must be a valid business, and possess a valid EIN#. By agreeing to these terms, you certify that you are such. You are only authorized to buy at wholesale pricing through the registered business you have listed.

## **Minimum Order Requirements**

Wholesale account minimum purchase order quantity as below

- Initial order: 30 lbs. or more of same item
- Subsequent orders: 30 lbs. or more of same item

## **Pricing**

Wholesale prices will be based on market price of product. Wholesale prices can fluctuate daily, based on the current market of the product.

## **Product Images**

Any and all images are the property of [www.lobster207.com](http://www.lobster207.com) and may not be used for retail, social media accounts, etc. without prior written approval.

## **Payment**

At this time, [www.lobster207.com](http://www.lobster207.com) is not extending credit terms. All orders must be accompanied by full payment (100%) of agreed wholesale prices for entire order before shipping.

## **Resale of Items**

Any resale of products will be done at your own risk. [www.lobster207.com](http://www.lobster207.com) will not be responsible for any products resold to a third party. If you choose to resale any product purchased by [www.lobster207.com](http://www.lobster207.com) the liability of any issue arising from that sale will lie with you the seller, not Lobster207.



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## **Shipping and Handling**

Retailer will be responsible for shipping costs. Items will not be shipped until full payment is received. We use USPS, based on cost affordability. On all orders, we include the cost of shipping in the invoice. Tracking numbers for shipment will be provided to the retailer the day before delivery. All orders will be shipped "Next Day".

## **Shipping Errors**

Lobster207 will not be responsible for any delays in shipping due to issues with UPS – such as weather delays, mechanical issues, etc.

## **Refunds**

*All Sales Are Final.* However, we will issue a refund on the portion of product that was not delivered adequately due to the following reasons:

### **Damaged and/or Spoiled Products:**

Some lobsters may not survive the transportation process. Lobsters will remain fresh for 12 hours if they are kept cool. When lobsters have been out of the water for an extended period of time, they may appear lifeless. We always ask that all the lobsters are cooked upon arrival.

Upon the death of a lobster the tail loses its elasticity and ability to curl under the body. When plunged into boiling water, a *live* lobster curls its tail under. If you steam/boil them and the tails curl, then they were alive at the time of cooking - they are fresh and safe to consume.

If the tails do NOT curl once fully cooked when steamed/boiled, we then ask that you email us a picture and we can process a refund for you at that time.

We require a photograph of **all** of the affected products. Customers must attempt to reach us via email on the date of delivery. Make sure the picture properly shows the product, the box the product arrived in, and the shipping label. These can be sent to [contact@lobster207.com](mailto:contact@lobster207.com) along with your order number and the best way to reach you.

Lobsters should be prepared on the day of arrival. Lobster207 will not be held responsible for lobsters that are kept overnight, if you choose to postpone cooking them until the following day.

***Please understand that if you wish to keep your lobsters until the following day, you are doing so at your own risk. We cannot guarantee our lobsters beyond the day of delivery.***



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## **Underweight Lobsters:**

Lobster207 sells Maine Lobster by the pound – *not by the piece*. We work extremely hard to ensure that all customers receive the correct **total** weight ordered.

All of our lobsters are weighed on industrial, certified scales prior to packaging. All lobsters are weighed in pounds, not ounces. Please be sure to calibrate your scale and be sure you are weighing in *pounds*.

It is normal for Lobsters to lose water weight during the transportation process. If you feel that your total order is in fact underweight, please send us a picture of **all** of the live lobsters and the scale, so that we can verify. Pictures must **clearly** show the weight

recorded on the scale; blurry photos will not be accepted. Please send these, and your order number to [contact@lobster207.com](mailto:contact@lobster207.com). *Lobsters do lose weight after cooking, so we cannot accept pictures of cooked lobster.*

## **Lobster207 is not responsible for:**

- Packages left outside for more than an hour
- Packages and products that are disposed of, or have given to a third party prior to notifying us of your problem, we will waive your rights for a refund of any kind
- Packages that get delayed and hindered during high-volume shipping periods (Memorial Day, July Fourth, Labor Day, Thanksgiving, Christmas, New Year)
- Packages that get delayed and hindered because of weather-related issues
- Shipments that are stolen from residence after delivering
- Packages that are delivered when an incorrect address has been given by the customer. Please verify all shipping details on your order confirmation invoice, prior to delivery
- If we are not notified within 12 hours of delivery

## **Address Corrections:**

Customers are held responsible to input their correct SHIPPING ADDRESS. This includes Name, Street, City, State and Zip Code. We will not refund or reimburse orders that were not delivered on time due to incorrect address.



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## **Miscellaneous:**

The relationship created by this agreement is solely a buyer-seller relationship. This agreement does not make either party the employee, agent, or legal representative of the other for any purpose whatsoever.

This agreement shall be governed by Governing State Law of Maine. Any dispute arising from this agreement shall first be addressed by the parties through informal dispute resolution procedures conducted in good faith. If the parties do not resolve the dispute within thirty days of the date of the first dispute resolution meeting, the parties agree to mediate the dispute in a mutually agreed-upon place with a mutually agreed-upon mediator, the costs of which shall be borne equally by the parties. In the event the dispute is not resolved through mediation, the dispute shall be settled by binding arbitration before a single arbitrator in Portland, Maine, in accordance of the rules of the American Arbitration Association, and the parties agree that judgment upon the award rendered by the arbitrator shall be entered in a court of competent jurisdiction sitting in Portland, Maine.

## **Merchantability and Misrepresentation:**

Wholesale Account agrees that [www.lobster207.com](http://www.lobster207.com) makes no warranty, express or implied, as to the merchantability of [www.lobster207.com](http://www.lobster207.com) products. Wholesale Account also agrees that [www.lobster207.com](http://www.lobster207.com) is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies [www.lobster207.com](http://www.lobster207.com) for any legal actions that emanate from such actions.

[www.lobster207.com](http://www.lobster207.com) reserves the right to change the terms of this Agreement as necessary. Changes will not be retroactive. Prices are subject to change without notice.

## **Confirmation of Agreement to Policies, Terms & Conditions**

Wholesale Account agrees to not file a chargeback with issuing bank and understand in doing so they give [www.lobster207.com](http://www.lobster207.com) the right to take legal action to enforce these conditions. In the event Lobster207 must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.

Wholesale Account agrees to not allege to consumers that they in fact manufactured these products, nor appointees.



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## **Acceptance of Terms**

I have reviewed and understand [www.lobster207.com](http://www.lobster207.com) policies and procedures for payment and shipping as well as all terms and conditions. I authorize [www.lobster207.com](http://www.lobster207.com) to keep this agreement on file and apply these policies to all future transactions made between [www.lobster207.com](http://www.lobster207.com) and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by checking box on Wholesale Account page.