

# Alacarte Clasps™

## Sales Policy

**WireLace™** is produced and distributed by Alacarte Clasps™

### To buy wholesale you are required to submit the following:

- 1) **Pre-Application** from our website
- 2) **Resale Certificate** if in California you must fill out this form. Outside of California *submit a copy of your resale license or business license.* **International** customers provide a copy of business license or VAT license with number.
- 3) **Industry Verification:** If you have a retail shop or website with ecommerce provide your web address on the PreApplication or email photos of your retail shop to [linda@alacartecclasps.com](mailto:linda@alacartecclasps.com)  
*If you do not have a retail shop or ecommerce site submit one trade related invoice showing a purchase of \$200+ (Invoice name should match application, and items purchased must be trade related.)*

**To Order Wholesale:** Once your account is established, you will receive a private Log-In ID and Password that will let you view and print/download the wholesale price list order forms. You can either email as attachments to: [order@alacartecclasps.com](mailto:order@alacartecclasps.com) FAX 707 887 1214 or call 1 800-977-2825.

**WHOLESALE \$ Minimum Order: \$200 on all orders** (can combine WireLace™, Alacarte Clasps™ & Swarovski®)

#### Swarovski®

- Qty. 10 piece packs (on all styles except PP10's and PP15's which are 100 piece packs)
- We will not break a piece pack.
- Vintage and Out-of-Program crystal colors to fit our clasps are subject to availability with no future guarantee. Colors may vary slightly due to age and/or manufacturing.
- We generally have over 400 styles/colors in stock to fit our clasps.
- We can special order units direct from Swarovski® at substantial discounts. As a licensed partner and designer for Swarovski® we enjoy many benefits that we can pass along to our customers.

#### Kits or Prototype Items:

From time to time AlacarteClasps™ and WireLace™ may offer kits and/or prototype products for purchase. There is no guarantee that Kits or Prototype Items will be available for future purchase. Wholesale and Retail pricing will be determined by item and may be posted either on the retail side and/or private wholesale pricing area. If you purchased an item at a show and do not see it available to buy please contact us to see if it may be available.

**Order Confirmation:** If all items ordered are in stock we will ship order. If we are out-of-stock of any items we will notify you by email or fax and ship what is available in stock as long as it meets our minimum. Special Order Units from Swarovski® are not charged until the order ships.

**Pricing:** Due to fluctuations in European currency and precious metals all listed prices may change without notice. Payment must be made in United States currency.

**Terms:** We accept Visa, MasterCard, checks and bank wire transfers. If sending a check, merchandise will be shipped when the check clears. International Bank wire transfers will be charged an additional \$15.00 fee. Returned checks will result in a \$20 fee.

**Processing Orders:** Orders will typically be processed in 4 business days. We attempt to accommodate rush orders but cannot guarantee shipment of any order. All orders are subject to acceptance at our principal place of business in California.

**Back Orders:** We are not able to accommodate back orders at this time. If we are out of an item, we will let you know estimated availability date and request that you check back then. Due to the handmade nature of our clasps and other components, as well as the manufacturing schedule of Swarovski® there may be extended periods of time where certain items may not be available. We make no guarantee of availability of goods.

**Custom Orders:** Consult with an Alacarte Clasps™ representative for pricing, delivery and details.

**Clasps & Components:** Some styles are available in several finishes, which can be custom ordered. Most minimums are 100 per style and finish and typically take 6 to 10 weeks. A 20% deposit is required and nonrefundable.

**WireLace™:** 300 gram minimum per color/style minimum. 20% deposit required and nonrefundable if item is a non-stocked item. Approximately 4-6 weeks for delivery.

**Swarovski® Crystal:** Full units in Swarovski® stock colors can be special ordered.

**Cancelled Orders:** In stock items: If you need to cancel an order prior to shipment please notify us immediately. No fee will be charged if the order has not been pulled or processed. If the order has been pulled a minimum will be charged of \$10 or 1% of the total order, whichever is greater.

**Clasps & Components Custom Orders:** Minimum 20% deposit on custom orders is nonrefundable once order has been placed.

**Swarovski® Special Order Units:** If order is in transit from Swarovski® to Alacarte Clasps™ a minimum 20% cancellation fee will be charged. Special Order Units cannot be cancelled once order has shipped.

**Returns:** If there has been an error with your order, please call us right away. We do not accept returns unless merchandise is defective. Please call or email [linda@alacartecclasps.com](mailto:linda@alacartecclasps.com) with the specifics and we will issue you an RMA# (Return Merchandise Authorization). This ensures you will get applicable credit in a timely manner. Returned items are only accepted in with an RMA, in its original packaging, within 15 days of receipt and accompanied by a copy of your invoice.

**Warranty:** Alacarte Clasps™ warrants its products to be free from defects and workmanship for warranty period of 60 days from the date after the merchandise is shipped by to you.

Alacarte Clasps™ MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE.

### **Shipping Methods:**

**Insurance & Tracking:** All shipments will be insured for the full amount. *In the event customer does not want insurance, customer agrees to accept full responsibility for lost, stolen or damaged merchandise and no refund or replacement will be given.* Verification of delivery to end destination by any tracking method shall confirm delivery. We will endeavor to accommodate special shipping requests.

**Within the United States:** Depending upon destination and customer need, most shipments will be sent via Federal Express Ground. Other methods of shipment may be via US Priority Mail with tracking, DHL and UPS and are at the discretion of Alacarte Clasps™.

**Outside the United States:** Please call or email us with your international destination to confirm. Because certain carriers are better suited to certain international destinations Alacarte Clasps™ will consult with each customer for agreement of the best method of shipment. All customs fees and duties are the expense and responsibility of the recipient/customer.

**Damaged items during shipping:** Recipient/customer must report any damage or loss to Alacarte Clasps™ and the carrier within **48 hours** of delivery. The carrier is liable for any damage/loss occurred during the shipping process and may request to inspect the goods and/or the original shipping package.

### **Customs Clearance and Requirements:**

Shipments to destinations outside of the United States are subject to the laws and rules governing the export and import laws of the United States and destination country. All customs fees are the responsibility of the customer. Alacarte Clasps™ is not responsible for customs problems, delay of goods shipped or retained by any government agencies.

**Alacarte Clasps™ Retail Link:** Our website lists Retail Links to customers with an online store and/or with a storefront, who offer a substantial selection of the Alacarte Clasps™ & bails, maintain an active account, and have a website that is industry related. We will not link to an auction site or a link that redirects to an auction site and/or page. Alacarte Clasps™ reserve the right to discontinue any link or the entire retail links page at any time with or without notice.

**Tradename, Photo and PDF Reproduction Rights:**

*WireLace™ and AlacarteClasps™ are registered trademarks of Hartung & Associates, Ltd. A California Corporation. In all circumstances you must use these trademarked names in association with the product to avoid confusion with similar products.*

**Permission to use Alacarte Clasps™ photos and Sales Materials:** Permission is granted in the form of non-transferable, non-exclusive licenses to active qualified wholesale Alacarte customers to use Alacarte Clasps™ sales materials and photos for ONLY those items they purchased and offer for sale. No changes or substitutions are permitted unless submitted and approved by Alacarte Clasps™. Alacarte Clasps™ does NOT grant reproduction use of any Swarovski® crystal images, graphics, color charts, or name which is the sole property of Swarovski®. Alacarte Clasps™ reserves the right to withdraw its license to use photos, sales materials, trade marks and other intellectual property at any time with or without notice.

**WARNINGS:**

**Magnets:** Persons wearing a pacemaker or pregnant should consult their physician before wearing magnetic jewelry. It is the responsibility of the wholesaler/reseller to inform customers of this warning.

**California Proposition 65 – Swarovski® Crystals**

If you are a retailer of any kind (and wherever based) and maintain retail outlets in California in which lead crystal products are sold, you must provide a warning by posting one or more warnings signs in each store. The size of the store or its main product lines do not affect the basic warning requirement whether you operate a department or specialty store and carry several full lines of lead crystal tableware, giftware, or are instead a smaller shop selling wine, lighting, jewelry or gifts and carry only a few crystal items, you must post the warning sign if you carry any brand of lead crystal. The required signs are [Proposition 65 Warning PDF's](#) and available on the Price List page in the right column or by requesting them from Alacarte Clasps™.

If you sell to California residents by 'mail order': If you sell lead crystal products to residents of California by 'mail order' that is, in response to orders transmitted by mail, by telephone or electronically (e.g. through and Internet website) - you must provide a warning. The location of your company is irrelevant: if the customer is a resident of California, the required warning must be provided. Instructions for providing 'mail order' warnings are attached as Appendix 4 on [Proposition 65 Warning PDF](#).

If you are a distributor: If you are not yourself a retailer or 'mail order' seller meeting the criteria outlined above, but are a distributor of any brand of lead crystal tableware, giftware, lighting or jewelry to retailers, 'mail order' sellers, restaurants, or wineries, you must pass on the information contained in this letter and the relevant appendices to your customers. Failure to do so may subject you and your customers to liability under Proposition 65. You should send the appropriate materials to all of your customers, unless you are certain that a particular customer does not do business in California. Additionally, if you distribute to retail stores, you should include the instructions for 'mail order' sellers as many retailers also engage in 'mail order' sales.

**What We Are Not:** This Sales Policy does not provide that any customer is a sales representative, agent, or employee of Alacarte Clasps™. No rights are conferred under the California Independent Wholesale Sales Representative Contractual Relations Act of 1990 or any similar statute in any other state.

**Attorneys Fees:** In any litigation by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve this dispute and to enforce the final judgment.

**Choice of Law; Jurisdiction:** The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties arising under or growing out of this agreement, shall be governed by the internal laws of the State of California, without regard to California's choice-of-law provisions. The parties hereby consent to the jurisdiction of the State of California, and any disputes relating to this Agreement shall be resolved in the courts of the State of California, to the exclusion of any other jurisdiction. The parties agree that this Agreement has been entered into in Sonoma County, California.

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