



Anastasia Confections, Inc

Manufacturers of fine candies since 1984

1815 Cypress Lake Dr., Orlando, FL 32837 | Tel: (407)816-9944 | Fax: (407)816-9901

Toll Free: (800) 329-7100 | E-mail: CustomerService@AnastasiaConfections.com

For Product Catalog, Images, & Specs, visit: www.AnastasiaWholesale.com



Terms and Conditions of Sale - Key Points

Please Keep Pages 1-3 for Reference

Minimum Order	\$150 (Before Shipping Charges) for wholesale orders
Payment	First order must be prepaid by credit card, check, or money order. We accept Visa, MasterCard, American Express, and Discover cards. The invoice is created on the same day the product ships. Credit card payment will be charged on the invoice date. Specified terms will also begin on the invoice date.
Order Lead Time	Smaller FL orders tend to take a minimum of five days to produce. Larger orders generally take about two weeks . Though we strive to send all orders out as soon as possible, all orders may take up to three weeks to produce depending on inventory, season, and other various factors. Once an order is in process, any additions or changes to the order may delay the order up to one week from the date we received the additions.
Past Due Balances	Past due balances must be paid prior to new orders being shipped
Shipping	Smaller orders will be shipped via UPS ground. FedEx available upon request. We use 1 of 4 third-party trucking companies to ship pallet quantities depending on the price / location of the ship-to address. Coolers and ice packs will be \$8 during warm weather months, and will only be used on necessary products (items with real chocolate).
Damages & Returns	Anastasia Confections takes careful measures in packing our products. Before packages leave our facility, they are inspected to meet our quality control guidelines. <u>Should you receive damaged goods, please file a claim with the shipping carrier immediately.</u> Credit will not be given for any damaged merchandise not reported within <u>FIVE BUSINESS DAYS</u> of receiving. Please save all packaging materials for inspection by the carrier. Merchandise may not be returned to Anastasia Confections unless authorized by Anastasia Confections. Exchanges or refunds will be honored ONLY if liability rests with Anastasia Confections (as determined by Anastasia Confections). We have a perishable product thus we cannot accept responsibility for goods arriving in less than perfect condition due to such factors as warm weather melting and/or shipping delays beyond our control. Please consider using ice packs or refrigerated carriers during warmer times to minimize potential damages. If the shipment is delayed due to multiple unsuccessful delivery attempts by Anastasia Confection's contracted carrier, the customer is responsible for any additional shipping charges or product damages related to the delay.
Shipping Schedule	Monday - Thursday 8:00 AM - 4:00 PM
Office Hours	Monday - Friday 8:00 AM - 4:30 PM
Prices	Subject to change without notice
Placing Orders	Please state quantities and clearly specify items by item #. You may email the PO/order to orders@anastasiacconfections.com or fax to the office @ (407) 816-9901.



Terms and Conditions of Sale (Continued)

Please Keep Pages 1-3 for Reference

1. Interpretation

- 1.1 In these conditions:
 - A. "Buyer" means the person, firm, body or company whose order for the Goods is accepted by the Seller.
 - B. "Goods" means the goods (including any Item of the goods which the Seller is to supply in accordance with these Conditions).
 - C. "Seller" means ANASTASIA CONFECTIONS, INC., a corporation registered in the State of Florida at 1815 Cypress Lake Dr. Orlando, FL 32837.
 - D. "Conditions" means the standard terms and conditions of sale set out in this document.
 - E. "Contract" means the contract for the purchase and sale of the Goods.
 - F. "Writing" includes facsimile and e-mail transmission.
- 1.2 Any references in these Conditions to any Clauses are a reference to the Clauses of these Conditions.
- 1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.
- 1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Terms

- 2.1 Subject to Clause 2.3 hereof any order accepted by the Seller is deemed only to incorporate these Conditions which shall govern the Contract to the exclusion of any other terms, provisions, conditions and warranties (other than any condition or warranty implied by American law the exclusion or restriction of which is prohibited, void or unenforceable there under) even if included in or referred to in any document of the Buyer.
- 2.2 Any terms or conditions stipulated by a Buyer which are in rejection of, in addition to, or inconsistent with these Terms and Conditions and any other agreed to in Writing by the Seller shall be deemed to be a counter-offer to the Seller and shall not be binding upon the Seller unless agreed to in Writing by the Seller. If the Seller rejects or does not accept this counter-offer then that rejection or non-acceptance shall be deemed to be a renewed offer to proceed on these Conditions and any others agreed by the Seller and accordingly performance by the Seller shall in that event be deemed to be governed by the terms of that renewed offer by the Seller.
- 2.3 No variation to these Conditions shall be binding unless agreed to in Writing by the Seller.
- 2.4 The Seller's employees or agents are not authorized to make any variations to these Conditions or any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.
- 2.5 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage or handling of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not confirmed.

3. Orders

- 3.1 Any typographical, clerical, or other error or omission in any sales literature, price list, acceptances of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable statutory or US requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality.

- 3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price of the Goods

- 4.1 While we try and ensure that all details, descriptions, and prices which appear on our Price List and Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.
- 4.2 Unless otherwise agreed in Writing by the Seller, delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

5. Terms of Payment

- 5.1 The Buyer shall pay all sums due under the Contract within 30 days of the date of the Invoice. The sums due are not deemed to have been paid until the Seller is in receipt of cleared funds. The time of payment of the sums due shall be of the essence of the Contract.
- 5.2 The Buyer shall pay the price in full without any discount, deduction, set off or abatement on any grounds whatsoever unless otherwise agreed in Writing by the Seller.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right available to the Seller, the Seller shall be entitled to:
 - 5.3.1 cancel the Contract or suspend any further deliveries to the Buyer.
 - 5.3.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (not withstanding any purported appropriation by the Buyer), and
 - 5.3.3 charge the Buyer compounding interest (both before and after any judgment) on the amount unpaid, at the rate of 1.5 per cent per month from the due date of the invoice, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
 - 5.3.4 charge the Buyer any court costs and/or attorney's fees incurred during collection of overdue amounts.
- 5.4 The fee for returned checks is \$30.00 or the maximum allowable by law, whichever is greater.

6. Delivery

- 6.1 Any dates given for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. In addition, the Seller shall not be liable for delays in shipments outlined in clause 9.6.
- 6.2 In the event of short delivery the Seller's liability shall be limited at the Seller's option to making up the delivery or allowing credit in respect thereof.
- 6.3 Naturally, hot temperatures that occur during the shipping process are a concern, especially during the summer months. Please consider the heat when ordering. Anastasia Confections, Inc. will not be responsible for melted product once it ships from our facility. If melting is a concern, the buyer may request us to arrange for a refrigerated carrier to pick up the products from our facility at the buyer's expense.

7. Storage and Handling

- 7.1 Due to the heat-sensitive nature of the Goods, upon receipt, the Goods should be properly stored in temperatures between 55 and 75 degrees Fahrenheit away from odors, liquids, and humidity. The Buyer shall fully comply with any additional instructions in Writing issued by the Seller for storage and handling of the Goods.



Terms and Conditions of Sale (Continued)

Please Keep Pages 1-3 for Reference

7.2 Where Goods are supplied by the Seller with a "best before" or "use by" date, the Buyer shall not sell display or store such Goods:

- 7.2.1 where the "best before" or "use by" date supplied has expired;
- 7.2.2 with other goods which have passed the "best before" or "use by" date supplied with those goods.

7.3 The Seller shall have no liability for any Goods sold by the Buyer in contravention of this Clause 11.

8. Warranties and Liability

8.1 As conditions precedent to any claim by the Buyer in respect of any damages, defect or loss in respect of the Goods delivered by the Seller, the Buyer shall:

- 8.1.1 inspect the Goods immediately on delivery or as soon as reasonably practicable thereafter and give details of the defect, damage or loss on any carrier's delivery sheet or Bill of Lading. The customer reserves the right to reject any delivery from UPS, FedEx, or USPS if the product appears damaged upon delivery.
- 8.1.2 notify the Seller's Customer Services Department within 24 hours by telephone of the defect, damage or loss;
- 8.1.3 confirm any such claim in Writing via e-mail (customerservice@anastasiacconfections.com) or fax (407-816-9901) to reach the Seller within 3 days of delivery of the Goods in question;
- 8.1.4 keep the Goods in proper storage (55-75 Degrees Fahrenheit) away from odor and humidity to afford the Seller an opportunity to inspect the Goods in question within a reasonable time following delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect, damage or loss and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract; and
- 8.1.5 not dispose of any such Goods without the express permission of the Seller and then only as directed by the Seller.

8.2 Where any valid claim in respect of any of the Goods is based on any defect in the quality or condition of the Goods and is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the item in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), and the Seller shall have no further liability to the Buyer.

8.3 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of anticipated profits, damage to the Buyer's reputation or goodwill, loss of expected future business, damages, costs or expenses payable by the Buyer to any third party or to any other indirect or consequential loss (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in the Conditions.

8.4 Anastasia Confections, Inc. shall not be responsible for delay in delivery or failure to fill orders or other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding Anastasia Confections' available supply or any other cause beyond Anastasia Confections' control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Anastasia Confections,

Inc. may, at its option and without liability, prorate its deliveries, cancel all or any portion of the Agreement and/or extend any date upon which performance is due hereunder.

9. Indemnity

9.1 The Buyer agrees to indemnify the Seller against any damages, losses, costs, claims or expenses incurred by the Seller in respect of any claims brought against the Seller by any third party for:

- 9.1.1 any loss, injury or damage wholly or partly caused by the failure on the part of the Buyer to store, display or handle the Goods in accordance with the Seller's instructions or requirements (whether oral or in Writing);
- 9.1.2 any loss, injury or damage in any way connected with the performance or this Contract provided that this Clause will not require the Buyer to indemnify the Seller against any liability for the Seller's own negligence.

10. Waiver

Failure to neglect by the Seller to enforce at any time any of these Conditions shall not be construed nor shall be deemed to be a waiver of the Seller's rights hereunder nor in any way affect the validity of the whole or any part of these Conditions nor prejudice the Seller's right to take subsequent action.

11. Severability

If any provision of these Conditions is held by any competent authority to be unlawful, invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby and shall continue to be valid and enforceable to the full extent permitted by law.

12. Choice of Law

This agreement shall be interpreted under the laws of the State of Florida. Any litigation under this agreement shall be resolved in the trial courts of Orange County, State of Florida.



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Customer Application Form



For Quicker Processing, Make Sure to Complete the Below Checklist!

- Fill out Business / Buyer information for your company in Step 1
- If you checked "Net 30-Terms" in the "Preferred Method of Payment" field in Step 1, you must fill out all of the information in Step 2 and Sign the Bottom. If you checked Credit Card, COD, or Prepaid Terms in this field, you can skip to Step 3
- Review our Terms of Sale on Pages 1-3 and sign the bottom of page 7
- Attach either a copy of your Business License or State Tax Exemption Resale Certificate
- Fax completed application (Pages 5-7, and License or Resale Certificate) to (407) 816-9901 OR Scan and E-Mail the application to CustomerService@AnastasiaConfections.com
- If you checked Credit Card, please fill out page 8, and return to Accounting@AnastasiaConfections.com
- Processing usually takes up to 3 days. You may call us after 3 days to check up on the status. Upon your Application's approval, we will send you our wholesale price list, you may view all of our products online at www.AnastasiaWholesale.com



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Step 1 – Business / Buyer Information

Business Information

Company Name / DBA: _____

Type of Business: Corporation | Partnership | Sole Proprietorship | Other: _____

Description of Business: _____

Business Website: _____

Main Address: Street: _____
 City: _____ State: _____ Zip Code: _____

Business Phone #: (____) _____ - _____ Business Fax #: (____) _____ - _____

Operating Days / Hours: _____

Preferred Method of Payment: Net-30 Terms - Line of Credit: \$ _____ /Month | Credit Card

FEID# (EIN# or SSN#): _____ Tax Exemption Resale Certificate #: _____

**All Florida Accounts: We must receive a signed copy of your certificate prior to first shipment and annually thereafter.*

Billing & Accounts Payable Information

Bill-To Address: Street: _____

Email Invoices City: _____ State: _____ Zip Code: _____

Main A/P Contact Name: _____ Email: _____

Main A/P Phone #: (____) _____ - _____ Main A/P Fax #: (____) _____ - _____

Shipping Information

Primary Ship-To Address: Street: _____

Same as Billing Address City: _____ State: _____ Zip Code: _____

**Multiple Locations: If you have more than one receiving location, please attach a sheet with additional Ship-To locations*

Shipping/Receiving Contact Name: _____ Existing UPS or FedEx Account #: _____

Shipping/Receiving Phone #: (____) _____ - _____ Shipping/Receiving Fax #: (____) _____ - _____

Buyer Information

Main Buyer's Name: _____

Main Buyer's Phone #: (____) _____ - _____

Main Buyer's E-Mail: _____ I would like to sign up for the Monthly New Products Newsletter

Office Address (for sampling): Street: _____

Same as Billing Address City: _____ State: _____ Zip Code: _____



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Step 2 – Credit Information

Only required if requesting a Line of Credit (Net-30 Terms). If you are paying by Credit Card/COD, you can skip this page

Business Information

Company Name: _____

Doing Business As (DBA): _____

Bank Reference Information

Bank Name: _____

Bank Account #: _____

Bank Contact Person: _____

Bank Address: _____

Bank Phone #: (____) _____ - _____ Bank Fax #: (____) _____ - _____

Bank Contact Person's E-Mail: _____

Trade References

1. Company Name: _____ **Account #:** _____

Contact Name: _____

Address: _____

Phone #: (____) _____ - _____ Fax #: (____) _____ - _____

Contact Person's E-Mail: _____

2. Company Name: _____ **Account #:** _____

Contact Name: _____

Address: _____

Phone #: (____) _____ - _____ Fax #: (____) _____ - _____

Contact Person's E-Mail: _____

3. Company Name: _____ **Account #:** _____

Contact Name: _____

Address: _____

Phone #: (____) _____ - _____ Fax #: (____) _____ - _____

Contact Person's E-Mail: _____

I hereby authorize the herein listed Bank and Trade References, by my signature below, to release information regarding my account(s) to Anastasia Confections, Inc. for the purpose of determining my credit worthiness.

Signature: _____ **Owner or Authorized Agent** *(please print or type):* _____



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Step 3 – Signature Page

Attach a copy of your Business License and State Tax Exemption Resale Certificate.

We cannot process your application until we receive these documents

By Signature, I certify all of the information in this application to be lawfully correct and that I fully understand, agree with, and accept the Terms and Conditions of Anastasia Confections, Inc. shown on pages 1-3. I hereby authorize the herein listed Bank and Trade References to release information regarding my account(s) to Anastasia Confections, Inc. for the purpose of determining my credit worthiness.

Owner or Authorized Agent Signature: _____

Date: _____

Print Name: *(please print or type)*: _____



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Credit Card Authorization Form

PLEASE PRINT OUT AND COMPLETE THIS AUTHORIZATION AND RETURN TO US.

All information will remain confidential.

Cardholder Name: _____

Billing Address: _____

Credit Card Type: Visa MasterCard Discover AMEX

Credit Card Number: _____

Expiration Date: _____

Card Identification Number (last 3 digits located on the back of the credit card): _____

I authorize _____ maintain my credit card information and use it a method of payment as long as we do business.

Cardholder – Print Name, Sign and Date Below:

Signed: _____

Dated: _____

Name: _____

Once signed return the completed form to:

accounting@anastasiaconfections.com