



1918 Central Ave.  
South El Monte, CA 91733  
Tel: 626-452-8599 Fax: 626-452-8977  
[www.justcaseusa.com](http://www.justcaseusa.com)

## **Drop Ship Terms of Service Agreement**

Thank you for inquiring about Just Case USA Inc. fulfillment program. We look forward to work with your company to build a mutually profitable business relationship.

### **Orders:**

1. A valid State Sales Tax ID must be provided before your first purchase.
2. Drop Ship orders will be accepted by email, fax, phone or online ([www.justcaseusa.com](http://www.justcaseusa.com)). All orders must include:
  - a. Dealer Name and/or Account Number
  - b. Just Case USA SKU number and/or Item Name
  - c. Customer "Ship To" Name, Address, and/or Telephone Number
3. Orders received after 12:00pm PST, or anytime on a non-business day, will ship the next business day. We will try our best to get all orders out as soon as possible.
4. A handling charge of \$3.00 per order will be added to order that require packing material included.

### **Shipping:**

1. All shipments are subject to carrier regulations.
2. Customer is responsible for all shipping and handling charges on all shipments, address corrections, including refusals and returns.
3. Orders will be shipped FedEx Ground, unless other arrangements are made.
4. USPS Priority Mail will be selected for order shipped to Alaska, Hawaii, Puerto Rico, military APO/FPO addresses, and International destinations, unless other arrangements are made.
5. Freight charges are subject to dimension and oversize carrier weight regulations. Shipping fees are non-refundable. Expedited services are available upon request at upgraded cost.
6. We will not insure any shipment unless otherwise requested by customer when placing an order.
7. For international shipments, customer will be responsible for all duties and broker fees. These charges may be billed after the order has shipped. Customer must specify the custom declare value otherwise it will be at our own discretion.

8. We accept third party shipper accounts only for the below carriers and requested information must be provided and verified prior using it. If for some reason freight charges do not get billed to your account, you are still responsible to pay all freight.
  - a. Fedex:
    - i. Account Number
    - ii. Account Name
    - iii. Account Address
    - iv. Invoice Number & Invoice Date (this information is for Fedex authentication purpose). If not provided we will be billing Third party, but there will be a \$10 fee for handling return or claim from damaged or lost of package.
  - b. UPS:
    - i. Account Number
    - ii. Account Name
    - iii. Account Address
    - iv. For faster processing, please provide pre-printed shipping label.
    - v. Invoice Number, Invoice Date & Invoice Amount (this information is for UPS authentication purpose). If not provided we will be billing Third party, but there will be a \$10 fee for handling return or claim from damaged or lost of package.

**Backorders:**

1. Orders will not automatically ship complete unless you specifically request that we setup your account for all orders to ship complete.
2. Backorders will automatically ship, when product is available. They will ship and be calculated on the same terms and in the same manner as the original order. If you do not accept backorders, please inform us when placing your order.

**Stock Availability:**

1. We make every possible effort to maintain adequate stock and have updated stock information available for you. We assume no responsibility for stock shortages or manufacturer delays or discontinuations. If we are out of stock on an item, we will contact you.
2. We cannot reserve products, or keep your inventory on-hand for drop shipping.
3. It is your sole responsibility to correctly identify and price products. Our prices may change from time to time according to the current Price Sheet.

**Refusals:**

1. You are responsible for all freight charges and return service charges on any refused order. We will credit your account for all merchandise less 20% restocking fee. Freight charges and handling fees will not be refunded on refused order.

**Loss, Damage/Pilferage, and Shortages:**

1. Claims for lost or damaged shipments must be reported to us within 10 days of delivery date.
2. Save original boxes. Enclosed documentation and packing materials. Some carriers require on-site inspection before product can be returned.
3. Replacement product will be billed to your account when shipped. Credit will be issued for returned product when the returned product is received by us or when it is paid by the carrier.
4. Third party shipper account will be responsible to file a claim with carrier.
5. Buyer is responsible for shipping expenses under all circumstances.

**Returns:**

1. We allow returns of unused units (in as new condition) within 15 days of delivery. A Return Merchant Authorization Number (RMA#) must be requested from us before items may be shipped back. Place the RMA# on the outside of the box, adjacent or on the shipping label. The RMA# is valid for 15 days. Items must be returned to:

Just Case USA Inc.

1918 Central Ave – South El Monte – CA 91733

Attn: Return Dept.

2. It is your responsibility to ensure that shipments are returned to receive proper credit.
3. Buyer is responsible for return shipping. We do not accept COD parcels.
4. All non-defective items returned are subject to a 20% restocking fee. If during the inspection process, it is discovered that significant parts are missing, those pieces will be itemized and possibly deducted from the credit.
5. Merchandise will be refunded at original invoice price less freight, handling charges and restocking fees. Restocking fee can be waived if merchandise is returned for credit on account.
6. Merchandise must be returned in original manufacturer box with enclosed documentation. No returns or credit request accepted after 30 days of invoice/ship date.

**Cancellations:**

1. Request for cancellation of orders must be phoned and emailed in to us and receive a confirmation. Without a confirmation or validation return number from us that the order has been cancelled, you are still responsible for payment of the invoice, including and handling fees and shipping charges.
2. Orders will be cancelled 48 hours after being placed if there is no response to emails or messages left letting you know that there is a problem with the order or if there is a slow response to request for payment.

**Termination Clause:**

1. Either party shall have the right to terminate this Agreement upon thirty (30) days prior to written notice to the other party without cause. The fulfillment services customer, in addition, agrees to remove all product related images and reference given them by us from their site, within the same timeframe shown above.

**Confidential Information:**

During the course of normal business, Just Case USA will provide you with confidential information, including, without limitation regarding inventory, product, practice and programs. This information must be used solely for the purpose of conducting business with Just Case USA and is not to be disclosed or distributed to any third party, including any competitor to Just Case USA, without the express prior written consent of Just Case USA. Upon request to Just Case USA, you will promptly return all copies of such confidential information or destroy all copies of such confidential information provide a written certification of destruction. Nothing contained herein will prevent either party from complying with any disclosure requirements at applicable law, regulations or court orders, provided that prior to any legally required disclosure, written notice will be provided to Just Case USA at least five (5) days before disclosure and any such disclosure will disclose only such information as is required by such law, regulation or court order.

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In no event shall either party's liability hereunder include any special, indirect, incidental or consequential losses or damages, even if such party shall have been advised of the possibility of such potential loss or damage.