



WHOLESALE TERMS AND CONDITIONS

To Become a Direct Factory Wholesale Customer,

A credit application must be filled in, please include FID#, GET# and or Resale Certificate for Goods Number. For nonprofits, proof of 501c3 must be provided. Credit/Reference is not required when paying with a credit card.

Return the filled and signed credit application to:

HMNC . PO Box 44715 . Kamuela, HI 96743 . Attn: Sales Department

Or you may email it to: sales@hawnnut.com

How to Order

Orders are placed by email: sales@hawnnut.com. If you are unable to place orders via email, you may call our office (808) 882-1116 or fax (808) 882-8335.

Orders may be placed up to one month in advance. For wholesale retail orders, please submit orders using your order form via email or fax only.

Minimum Order Requirement

Our bulk products style 1 – 5 come in a case of 25#. Style 6 and 8 come in a case of 20#. The minimum purchase is 1 case monthly to bi-monthly. The minimum for retail products is 1 case monthly to bi-monthly.

Lead Time

The lead time is typically one to two weeks from order date to ship date. We do not rush orders as certain products are made to order and will depend on the volume of product on hand. Orders may take up to three weeks during the busy holiday season. Delays on orders and or shortage of macadamia nuts can be caused by the following events: mechanical malfunction, inclement weather, ingredients, global events, or other unforeseen circumstance.

Shipping Terms

All terms shall be FOB buyers' location.

Shipping Policy

Our products are shipped using FedEx, Young Brothers or Matson (via freight forwarders). All shipping charges are HMNC's rate. If you have an account with FedEx or UPS and wish to use your own account, please provide your account number. You are required to provide us with your account # for Young Brothers and Matson. For the Big Island of Hawaii, we also ship via DK Trucking at HMNC rates or charges will be billed to you directly by DK Trucking. The areas of DK Trucking are limited to South Kona to the north of the island ending in Hilo. DK Trucking does not deliver to the south side of the island. An order of at least 600lbs is best shipped by barge. The buyer shall bear all risk or loss or damage upon delivery of products to carrier at point of shipment. We will not be responsible for any damage caused by the shipping company or freight forwarder. Please be sure to file any claims with the shipping company immediately. A current and accurate address is required. **Hamakua Macadamia Nut Co. will not be responsible for orders delivered to an incorrect address and or any re/routing fees.** Once your order is ready, we will notify you via email or by phone, providing all shipping information if you are not picking it up at our warehouse facility.

Orders not picked up from our facility within 14 calendar days will be canceled and a 5% restocking fee will be assessed.

International Shipping Policy

Added fees from your local carrier, customs, or any other entity outside of the United States is not included in the shipping total. Hamakua Macadamia Nut Company do not collect duties and taxes. Customs policies vary widely from country to country, so please contact your local customs office for more information. We are not responsible for any shipping deliveries that may be affected by customs, natural occurrences, transfers from FedEx to the local carrier in your country, or air and ground transportation strikes or delays, nor any extra fees, customs, or back-end charges once the package has exited the United States. We will not be responsible for any damage occurring after it leaves Hamakua Macadamia Nut Company's facility.

Returns

We will gladly accept the return of products that are defective due to defects in manufacturing and/or workmanship for 30 days from the date of purchase. Fulfillment mistakes that we make resulting in the shipment of incorrect product to you will also be accepted for return 30 days from the date of purchase.

Cancellation

Cancellations must be made 24 hours prior to shipment. If a cancellation is made after a product is shipped, the customer will be responsible for all shipping cost and a 5% restocking fee.

Payment & Fees

Payment terms are credit card unless Net 30 credit terms are confirmed through credit references prior to shipment. Net 30 terms are extended to pallet size and container size orders only. Depending on the size of the order, first time wholesale customers must pay for the order in full prior to shipping or a downpayment will be required. Check payments returned due to insufficient funds must be replaced with a cashier's check, money order or credit card payment. A \$25 returned check fee will be assessed. Future orders may be subject to pre-pay only due to a returned payment or late payments. HMNC reserves the right to cancel future orders due to a returned payment and or late payments.

Credit card purchases \$1000.00 and over will be charged a 3% credit card convenience fee. Unpaid balances are subject to a 1.5% late fee per month. Orders will not be accepted if your account is past due.

Surcharges may apply for any additional information your company needs stated on an invoice, packing list, shipping documents/forms or any added document/forms.

Surcharges may apply for any request of special shipping and handling.

If paying an invoice with a credit card, your card will be charged when shipping occurs. In some cases, you may pay for your invoice by clicking on the link on the invoice when emailed.

Price Changes

Prices are subject to change due to farm gate prices or unforeseen economic circumstances. Hamakua Macadamia Nut Company may change its prices with notice to the buyer 30 days before the effective date of the price change.

Out-of-Stock Products

Please understand macadamia nuts are seasonal. During the months of May through August, we may be out of stock on certain product(s) or Style(s) of macadamia nuts. Should this occur, orders will not be filled for the requested amount and or canceled until the next season. A 'canceled' order filled in the next season will be subject to the new season price. You will be informed of any changes made to your order.

I acknowledge that I have read and fully understand the above terms and conditions.

X _____

Signature

Date