

# MURPHY'S LAW

## Terms and Conditions

(Rev. 04/14/06)

By ordering from Murphy's Magic Supplies Inc., you are agreeing to the following terms and conditions of sale. We are sure you will find them very easy to work with. If you have any questions, please contact us and we will be happy to answer them for you.

The following are our terms and conditions of sale:

**NEW CUSTOMERS:** We welcome all new customers! Please note we are a wholesale magic supply company. We do not sell retail to individuals. New customers are welcome to pay with a major credit card at the time the order is placed. We honor MasterCard, Visa, Discover and American Express Cards. Please provide us with the card number, the expiration date, and the name imprinted on the credit card when ordering. All international orders require prepayment by credit card, international money order, or bank wire transfer payable in U.S. dollars. A nominal charge of \$25.00 fee will be applied to wire transfers under \$2,000.00. Domestic orders may also be shipped on a C.O.D basis with payment made by check or money order. United Parcel Service (UPS) does not accept cash and will not deliver to a P.O. Box.

Customers requesting an open (Net 30) account must submit a credit application with proper credit and bank references for approval. Credit applications are available upon written request. A \$25.00 credit check fee applies. Customers approved for an open account are requested to pay open invoices within the grace period by check or money order. New accounts must first show at least a 6-month history of placing orders on a regular basis and paying promptly before applying for an open account.

**TERMS AND SECURITY INTEREST:** A monthly service charge of 1.5% (18% APR) will be added to all past due accounts with open invoices. There is a minimum late payment charge of \$5.00 per month. There will be a \$25.00 charge per returned check. If an account becomes so delinquent that it is necessary to contact a collection agency, purchaser agrees to pay all costs of collections including reasonable attorneys' fees. Murphy's Magic Supplies, Inc. retains a security interest in all products ordered from Murphy's Magic Supplies, Inc. until the bill is paid in full.

**MINIMUM ORDERS:** We request that your first order be over \$500.00 and placed within thirty days of opening your account. To remain an active account in good standing, orders must be placed on a regular basis with an average monthly purchase rate of no less than \$500.00 per month. From time-to-time, accounts will be reviewed for legitimacy. If an account does not continue to meet the legal and moral principles of a bona fide business engaged in reselling magic supplies, the account can be closed at Murphy's Magic Supplies, Inc. discretion. We reserve the right to refuse service to anyone, at any time, and for any reason.

**PLACING ORDERS:** At Murphy's Magic Supplies, Inc., ordering is easy and convenient. International and domestic orders are accepted by online ordering, telephone, fax, e-mail, or through the postal service. Phone orders will be answered during our regular office hours Monday through Friday, 8:30 AM to 5:00 PM Pacific Standard Time (PST). Call 1-800-853-7403 nationwide toll free or through our standard telephone number 916-853-9292. Fax orders can be placed 24 hours a day, 7 days a week at 1-916-853-9494, or toll free 1-866-853-0866. You can also visit our convenient website at [www.murphymagic.com](http://www.murphymagic.com).

**SHIPPING:** Murphy's Magic Supplies, Inc., provides fast delivery worldwide. Orders received before 4:00 PM PST are generally shipped the same day as they are received. Please note, however, that Mondays are typically busy and therefore you should check with your Account Manager regarding when orders placed past 4:00pm PST will ship. In the event that we cannot ship out your order the same day you placed it, your Account Manager will notify you by the method the order was placed. Orders received after 4:00 PM PST will most likely not be shipped until the following business day. The most common shipping methods are United Parcel Service (UPS) and United States Postal Service (USPS). Drop shipments for emergency situations are \$6.50 extra per shipment. C.O.D. shipments are \$7.50 extra per shipment. Drop ship and C.O.D. fees are subject to change. Any and all charges from refused drop shipments or C.O.D. shipments will be the responsibility of the Dealer and automatically charged back to the Dealer.

**BACKORDERS:** Murphy's Magic Supplies, Inc. does not automatically ship backorders. In the event that an item is not in stock, you will be notified immediately and given the option to wait or pass on that item. Your sales representative will notify you when the item(s) are back in stock, at which point you may reorder.

**PRICES:** Murphy's Magic Supplies, Inc. can make no guarantees against price increases or the availability of merchandise shown on our website. However, Murphy's Magic Supplies, Inc. strives to maintain a stable price structure and a current inventory at all times.

**CLAIMS:** All shipments are carefully packed. Occasionally, merchandise is shorted or damaged in transit. When shipments are delivered, please check the shipment for shortages or damages. We are not responsible for merchandise once it has left our warehouse. Our responsibility ceases when the Transportation Company picks up the packages. If products arrive damaged from shipping, please immediately contact Murphy's Magic Supplies, Inc. to assist you in arranging a claim with the carrier who delivered the package(s). All claims for lost or damaged merchandise must be filed with the Transportation Company within 10 days of receipt. Save all damaged packages and/or shipping containers to allow for the carriers claims evaluation.

**EXCHANGE/RETURNS PROCEDURE:** Prior to submitting any returns, you must log on to your Murphy's account online and complete a Return Merchandise Authorization (RMA) form. (Packages received without the required RMA number and form will not be accepted.) We will not accept any returns without prior approval. Any products not purchased from Murphy's Magic Supplies, Inc. (MMS) will be discarded. If you received incorrect merchandise or did not receive merchandise you ordered, please contact your account representative immediately.

Upon submitting an RMA form the system will automatically assign an RMA number for that return and generate an email to your account representative for approval. Once an RMA number is requested, you must return all products within 10 days of authorization. (International returns within 10 days plus reasonable shipping times). Items received after 10 days will be refused unless pre-approved by your account representative.

All returned products must be accompanied by a copy of a completed RMA form. Please note that after printing your RMA form additional sheets will be provided for all defective items for you to affix to the defective product. This is so that MMS and the vendor will be able to identify what is wrong with the product.

All items must be returned with the original packaging and in new condition. Please do not return items with price tags, ripped or torn packaging, stickers, etc. Any products not purchased from MMS will be denied in our RMA system. Items cannot be returned after 60 days of purchase (90 days International). Credits will be applied toward future orders. No cash refunds will be issued. Defective items should be returned immediately for replacement and are typically shipped on the next sales order. You will be responsible for shipping cost on all defective products.

The following items are non-returnable: all digital and analog media (DVDs, CDs, Videos, etc.), special order items and promotional items. Defective digital and analog media may be exchanged for the same title only. All products purchased within the 60 or 90 day timeline will be credited at the lowest price purchased.

Any deviation from the return process outlined above may result in a delay of your credit, an additional restocking fee starting at 15% - 30%, and possible refusal of your return.

In the event of a mistake or shortage on your order, please contact your account representative immediately. The restocking fee will be waived if any merchandise is returned due to errors by MMS.

**REFUSED DELIVERIES AND CUSTOM ORDERS:** There will be a 15% restocking fee on all refused deliveries and/or after three delivery attempts without acceptance. Any custom-ordered merchandise may not be returned for any reason unless damaged or defective and returned for a replacement. All orders returned to Murphy's Magic Supplies, Inc. by UPS will be subject to a 15% restocking fee plus shipping costs. This amount will be logged onto your account and added to your next order.

**GOVERNING LAW.** This contract and these terms and conditions shall constitute the entire agreement between Murphy's Magic Supplies, Inc. and purchaser, and shall be governed by and construed according to the internal laws of the state of California and of the United States of America (without reference to principles of conflicts of laws). The rights and obligations of the parties hereunder shall not be governed by the provisions of the 1980 U.N. convention on contracts for the international sale of goods.

*Any failure to insist upon strict performance of the Terms and Conditions of this agreement shall not be deemed to be a waiver of any other breach or default in the performance of the same or any other covenant, term or condition contained herein.*

I acknowledge that I have read and will abide by these conditions in my business dealings with Murphy's Magic Supplies, Inc.:

COMPANY NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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