

Xantus Products LLC Terms and Conditions

All products should be ordered in standard case quantities and will be automatically increased to the next standard case quantity. All purchase orders submitted will be assumed accepting our general terms and conditions as stated and any conflicting terms stated on the purchase order cannot supersede our terms.

TERMS OF PAYMENT

Prompt payment discount terms are 2% 10 days or Net 30 days. Invoices dated from the 1st to the 15th are due on the 25th of the month. Invoices dated from the 16th of the month to the end of the month is due by the 10th of the following month. Past due accounts incur a charge of 1.5% per month on the unpaid balance.

CREDIT

A Credit Application for Business Accounts must be submitted to Xantus LLC before Initial Order can be shipped.

Freight

Freight allowed via most economical way on shipments within the continental limits of the U.S.A. Shortages

All claims for shortages or errors must be made within (5) days of receipt of shipments.

Damaged Claims for In-Transit Damages must be made with the delivering carrier.

Initial Orders

The initial order must be submitted with a completed credit application. All purchase orders must be sent to orders@XantusProducts.com. We will ship your orders usually within (3) business days after receipt of order.

Minimum Order

All orders must be ordered by case pack quantities but there is no Minimum Order Quantity.

Returned Merchandise Authorization Policy

You can return the product within 30 days from the date of purchase for a full refund provided:

Product is returned with a RMA #

Product has not been used, is not damaged and in resalable condition

Product is not described as final sale at time of sale

If your product was purchased more than 30 days ago, your return may be subject to a 25% restocking charge.

Any product returned without the RMA # will be refused and returned to sender.

Please contact our customer service line @ 217- 607-5846 or
email contact LeeForsythe@xantusproducts.com

Exchange Policy - If you would like to exchange a product, you need to return your purchase for a full refund and place a new order.

Warranty on Products

We offer a 100% Satisfaction Guaranteed or your money back. All defective products will be returned to Xantus Products for full credit when received by Xantus with explanation. You can satisfy and maintain your customers by using Xantus Products over the counter replacement policy. As a wholesaler for Xantus Products you are authorized to replace the product with a new identical product at no charge.

DISPUTES

This agreement is deemed to be entered into in Illinois and to be an Illinois contract and shall be governed and construed in accordance with the laws of the commonwealth of Illinois. Seller and Buyer specifically agree that any legal action brought relating to goods purchased or relating to this contract will be brought and tried in Illinois. Buyer hereby waives all objections to venue, and Buyer consents to service of process by certified mail addressed to the same address as that address designated for the delivery of the goods purchased hereunder.

LIABILITY OR RESPONSIBILITY

Xantus Products, LLC assumes no liability or responsibility for any acts, misuse of product, advertising, and violations of any local, state or federal regulations or laws violated by the Buyer. Buyer assumes all responsibility for his/her acts and is

responsible for researching local, state or federal regulations relating to the sale or use of Seller's products.

WAIVER

The failure of either party hereto at any time to require performance by the other party of any of its obligations hereunder shall in no way affect the full right to require such performance at any time thereafter. The waiver by either party hereto of any remedy with respect to a breach of any provision hereof shall not be taken as a waiver of a remedy with respect to any succeeding breach of such provision or any breach of other provision.

SEVERABILITY

The parties agree that each provision contained in these Terms and Conditions of Sale shall be treated as a separate and independent clause, and the unenforceability of any on clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in these Terms and Conditions of Sale shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at all, such provision or provisions shall be construed by the appropriate judicial body by limiting and reducing it or them, so as to be enforceable to the extend compatible with the applicable law.

MODIFICATION

The Terms and Conditions of Sale set forth herein may be accepted only in accordance with their terms. They may not be modified except by written agreement referring specifically to these Terms and Conditions of Sale and signed by a duly authorized representative of Seller. Any provisions of Buyer's purchase order which are inconsistent with the foregoing shall be of no force and effect. Seller shall have agreed to a modification of these Terms and Conditions of the Sale in the manner set forth herein.

We Appreciate Your Support!