

General Credit Terms & Conditions

Credit Terms:

The Wanda Technology commercial credit application begins the process of establishing a credit or billing account with Wanda Technology, Inc. Until a credit line has been established all orders may require payment in advance; meaning payment must be paid prior to our manufacturing the order. Minimum order of \$1000 is required for any new or re-established account.

Wanda Technology, Inc. generally offers payment terms of Net 30 days (on approved credit) to an authorized retail dealer. Other terms may be available and will be indicated on the Sales order acknowledgement and Invoice. All orders shipped by trucking lines are Freight COLLECT. Payment terms for other Freight Charges are Net 7 days. All orders are subject to credit approval and acceptance by our corporate office in Santa Ana, California. Orders accepted by Wanda Technology shall be deemed to be contracts arising within the State of California. Prompt payment is requested and must be sent to arrive by the due date. No deductions or debit memos are accepted. A service charge of \$20 or one and one-half percent (1 1/2 %) per month or such maximum lesser rate as may be permitted by law will be assessed to all past due invoices. Invoices are considered overdue 30 days after the due date. Credit files are routinely reviewed and current financial statement or information maybe requested, we may also request assurances of your ability to pay; such requests will be made in writing and we may, upon the making of such a request stop production and suspend shipments. The company reserves the right to increase, reduce, suspend or withdraw open account privileges at its sole discretion at any time without prior notification.

Prices:

Prices listed in the catalogue are suggested retail prices. Your cost is based on the designated dealer classification. Ask your Sales Representative or call us for details regarding our 2006 program and pricing structure.

Order procedures:

We accept orders from an authorized retail dealer or contract accounts only. Ask your sales representative or call us for details on becoming an authorized retail dealer or contract account.

Opening orders under \$1000.00 (or clients without open credit terms) - Orders must be paid in advance via Credit card, business check, cashiers check or wire transfer before the order is manufactured. Once you fax in your order, please allow at least 5 days for us to process and price your order. We will fax you an order quote with your prices, estimated shipping charges and delivery dates. This fax will include our prepayment instructions.

Opening orders over \$1000.00 - please fax in your order with a complete CREDIT APPLICATION. Allow 1 - 2 weeks for the credit processing and approval, allow at least three weeks delivery time for items purchase on credit. If you do not wish to establish open terms, please review the opening orders under \$3000.00 section. These are estimated times only a more accurate shipping date will be provide on your order acknowledgment.

To ensure that your order is processed without delay we require:

- A written purchase order from an authorized buyer including the purchase order number, tel # and authorized signature
- Ship date and specific shipping instructions
- Our item/style number, fabric number, type and color
- Quantity of each style
- Customer's name on all Special Orders
- Order type: SP=Special Promotions, EB=Early Buy

Please note that pricing discrepancies can cause significant delays. An acknowledgment of your order will be sent. We ask that you review the acknowledgment for accuracy and advice Wanda Technology, Inc. immediately of any discrepancies or changes.

Changes/Cancellations:

Cancellations and/or changes of product or shipping dates on EARLY BUY ORDERS must be received at our office at least 30 days prior to the acknowledged shipping date. Cancellations and/or changes of product or shipping dates on IN SEA-SON, SPECIALTY ORDERS must be received at least 5 business days prior to the acknowledged shipping date. NO EXCEPTIONS. Orders that do not follow these guidelines will be charged a 20% re-stocking fee.

Container Orders:

Due to the special pricing on container orders, all containers must be prepaid via wire transfer or paid by letter of credit. After reviewing your purchase order, we will mail or fax an order acknowledgement with your payment instructions. To ensure the order is processed correctly we ask that you or your authorized buyer, sign and return by fax our acknowledgement indicating you have reviewed the order for accuracy. Any revisions to CONTAINER ORDERS must be made within 30 days of sales order acknowledgment date. No cancellations are allowed. The deadline for 2006 Container order is December 30, 2005. We request for at least 60 days lead-time that is from order confirmation date to SHIPPING date. (Usually, it takes 3 weeks from China to West coast, and 6 weeks to East coast.)

Order Scheduling:

Deliveries are subject to fire, storm, flood, war, rebellion, riot, strike or labor trouble, interruptions to transportation, perils of navigation, damage to factory, equipment of facilities, governmental mandates, including the exercise of acts of God, failure of our sources of supply in whole or in part and other cause beyond our control. We shall not be liable for any damages or failure or delay in delivery due to any such causes. If possible we will attempt to ship merchandise the week of the requested ship dates. However, in order to maintain an orderly schedule, we reserve the right to schedule the merchandise to the nearest available production schedule and to ship accordingly. Our regular business days are Monday through Friday.

Back Order/Partial Shipments:

Due to the considerable amount of items we offer, we may not initially be able to ship or deliver your entire order. In such event the balance thereof will be back-ordered and shipped at a subsequent time or times. Standard shipping charges WILL apply to partial or back order shipments.

Shipments: IN-SEASON: Our Goal is to ship **IN SEASON orders** within 5-10 business days of the acknowledgement of the order. **EARLY BUY-** We will make every effort to ship orders received during the EARLY BUY period within 15 business days of the estimated ship date. All scheduled shipments will be at the factory's convenience. **SPECIALTY/CUSTOM ORDERS:** Our Goal is to ship SPECIAL ORDERS within 15 business days of the acknowledgement of your order. Please note: Large quantities may result in partial shipments. **ALL SHIPMENTS:** Wanda Technology shall, in the event of no routing instructions from the buyer; select a carrier, which it feels, can adequately handle each shipment.

Early Buy Orders: The deadline for the 2006 Season Early Buy Program is December 30, 2005. Due to the special pricing and payment terms of the Early Buy order, we are unable to restrict or limit the shipping dates; you must be prepared to accept shipment of the Early Buy order at our convenience as indicated above. Ask your Sales Representative or us for details on our EARLY BUY program.

Freight Claims: All Merchandise is delivered to the carrier in factory new condition. Our FOB shipping points are Santa Ana, CA or Ningbo, China. The FOB location depends on your order type and product availability. The carrier accepts responsibility for the safe delivery upon acceptance of the shipment. Claims for loss or damage sustained in transit must be filed by you as follows: **Apparent Damage:** It is your responsibility to accept the merchandise and file a claim with the carrier. Make a notation on the delivery receipt as to the nature and extent of the damage and obtain a signature of the carrier's agent. (Failure to adequately describe this information may result in the carrier refusing to honor the claim). Request a claim form from the delivering carrier and file your claim immediately. **Concealed Damage:** If damage is discovered when unpacking the merchandise, immediately mark the damaged area and submit a written request for the carrier to inspect. Attach a copy of the concealed damage information. Do not remove the merchandise from the original carton until the carrier inspection is complete. **Shortage:** It is your responsibility to inspect all merchandise and to file claims with the carrier in the occurrence of a product shortage. Make a notation on the delivery receipt as to the number of cartons short. File claim with the delivery carrier.

Return Goods: No returns will be accepted without a written Return Authorization (RA#) from the factory. Please fax in a request for an RA#, your request should include the following information. Wanda Technology Inc. will response within 5 business day.

- Your company name & a contact number
- The reason for the return
- The Wanda Technology invoice and/or acknowledgement
- Which carrier will be returning the goods and
- The Number of units to be returned and carton total
- the date of the shipment

Payments:

Payment will be accepted in US Dollars only If a deposit or pre-payment is paid by a standard business check, please allow 10 business days from our deposit date for your funds to clear. Invoice payments should be mailed prior to the due date and sent to our corporate office in Santa Ana, CA. Payments made in a different manner may be delayed.

Disputes/Billing Discrepancies:

In the event of a billing or receiving dispute, please contact us within 15 days of the invoice or receiving date with an explanation of the discrepancy. Such disputes would include charges for items that were billed but not received, charges for product that was received but not ordered, charges for items that were returned, refused, credited, or shipments that have a freight claim pending. After the 15-day period, we may not be able to locate the necessary information to assist you in resolving the dispute or billing discrepancy.

Other Fees:

- Non-warranty repairs are subject to a labor charge of \$25.00 per hour plus applicable parts, inbound and out bound freight charges.
- Residential delivery might cause carrier's surcharge.
- A \$29.00 service charge will be assessed on any returned check.

The information and statements in this application are true and complete and are made for the purpose of establishing an open account. I authorize Wanda Technology, Inc. to contact my bank and trade references. I authorize these references to provide Wanda Technology, Inc. with information deemed relevant to our request for an open account terms. The undersigned agrees to notify Wanda Technology Inc. of any change in the information provided in this application. This application must be signed by the owner of the company for a proprietorship or a partnership, by the general partner for limited partnerships, and by the officer if the applicant is a Limited Liability Company or a Corporation.

Company name:

Title:

Signature of Applicant:

Address:

Print:

Please also attach with our Credit Application Form