



## Terms and Conditions

(Rev. 05/25/2023)

Welcome to Murphy's Magic Supplies, Inc. (MM). By ordering from MM, you are agreeing to the following terms and conditions of sale. We are sure you will find them very easy to work with. Please note we are a magic product distributor. We do not sell retail to individuals. 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:

**PLACING ORDERS:** At MM, ordering is very easy and convenient. International and domestic orders are accepted by online ordering ([www.murphysmagic.com](http://www.murphysmagic.com)), telephone, e-mail or MM's web service free automated system. Phone orders will be answered during our regular office hours Monday through Friday, 7:30 AM to 4:30 PM Pacific Standard Time (PST). Call 1-800-853-7403 nationwide toll free or through our standard telephone number 916-853-9292.

**DEALER PRICING POLICES:** MM does not set product, service or shipping prices for its dealers. Dealers are free to choose whatever pricing levels they feel are appropriate, as long as they are legal. MM does, however, require our dealers to *advertise* certain products no lower than the MAP, upon request of our vendors. These products are explicitly labeled on our website, along with the complete advertising requirements. If you advertise a product below MAP without permission from MM, stock may be withheld from you until the price is corrected.

**MINIMUM ORDERS:** MM does not have minimum order requirements (outside of a few special promotional items or sales). As a wholesaler we only sell to legitimate retailers. Accounts are periodically reviewed for legitimacy (i.e. they are a retail business). Legitimate retailers are defined as those that 1) Sell magic to consumers as a business via a website, brick and mortar, or ecommerce platform 2) Have a large enough consumer base that they buy multiples of non-staple items, and on AVERAGE AT LEAST orders of \$210 per month or roughly \$2,500 per year total. Additionally, 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 MM's discretion. We reserve the right to refuse service to anyone, at any time, and for any reason.

**BACKORDERS:** MM strives to maintain stock of all inventory at all times. In the event that an item is not in stock, your item will be placed on backorder. Your sales representative will notify you when the item(s) are back in stock, at which point you may reorder. You will not be charged for a backorder item that does not ship with your order.

**MM SHIPPING:** MM provides fast, efficient, cost-effective shipping on all your orders. UPS orders received before 4:00pm PST are almost always shipped out same day. Orders to be shipped through DHL should be placed before 1:00pm PST. The most common shipping methods used are United Parcel Service (UPS), DHL, FedEx, and the United States Postal Service (USPS). Most air shipments containing HAZMAT materials are required to ship Fedex depending on the product type. Please contact your sales representative for more details.

Drop shipments will be charged an additional fee of \$6.50 Orders shipped COD (cash on delivery) will be charged an additional fee of \$7.50 per order. Drop ship and COD fees are subject to change.

**RETURNS PROCEDURE:** Prior to submitting any returns, you must log on to your MM 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 from your account representative. Any products not purchased from MM 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 must be received 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. 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 MM 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. You will be responsible for shipping cost on all products.

The following items are non-returnable: all digital and analog media (DVDs, CDs, Streams/Downloads, 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 MM.

**CLAIMS PROCEDURE:** Claims are for defective items only based on the date of purchase (60 days domestically and 90 days internationally). (For shipping damages please contact your Sales Representative, do not use the Claims process). Log on to your MM account. Identify the defective product. Enter the description of the defective issue. Include photo(s) highlighting the defective issue. Your claim will be reviewed by MM within 2 days and then are typically approved or denied within 3 days. If approved, the credit for the defective product will show up on your account within 48 business hours of the approval. Credits will be applied to future orders. No cash refunds will be issued. If denied, you will receive a notification regarding the reason. Generally, MM does not require the product to be returned to MM; however, in special circumstances MM does reserve that right to have the unit returned. If there are additional questions about the claim procedure your MM account representative can assist you.

**PAYMENT METHODS:** Dealers are welcome to pay with MasterCard, Visa, Discover, and American Express Credit Cards, Wire Transfer, Check or Paypal. Domestic orders may also be shipped on a COD 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. There will be a \$25.00 charge per returned check.

**PAST DUE INVOICES:**

If you have overdue invoices, your account may be put on credit hold until they are paid in full. Dealers that are placed on hold cannot ship new orders until a payment plan has been made with our AR department. Please make your payments on time or proactively reach out to AR if you are unable to make a scheduled payment. Finance charges and late payment fees may apply and are subject to change at MM's discretion.

**SHIPPING CLAIMS:** MM shipments are carefully packed. Occasionally, merchandise is shorted or damaged in transit. When shipments are delivered, please check the shipment for shortages or damages. Our responsibility ceases when one of our shipping carriers picks up the packages. If products arrive damaged from shipping, please immediately contact MM to assist you in arranging a claim with the appropriate carrier who delivered the package(s). All claims for lost or damaged merchandise must be filed with the appropriate carrier within 10 days of receipt. Save all damaged packages and/or shipping containers and take photos to expedite the claims evaluation.

**REFUSED DELIVERIES AND CUSTOM ORDERS:** There will be a 15% restocking fee on all refused deliveries and/or after three delivery attempts without acceptance. An invoice will be created for this amount. Any custom-ordered merchandise may not be returned for any reason unless damaged or defective, in which case they can be returned for a replacement.

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

**NAME:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

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