

**NIAGARA BY FREY™ PREMIUM CHOCOLATES  
FUNDRAISING CANDY BAR PROGRAM TERMS & CONDITIONS  
EFFECTIVE JANUARY 2019**



**PROGRAM AVAILABILITY**

Our fundraising candy bar program is designed to help schools and organizations in the community raise money for various purposes. They are not intended for individuals raising money for personal gain or other such reasons. We require that all organizations that use our programs operate lawfully and in good faith to the community. We reserve the right to refuse sale to any organization that does not align with the intentions of the program.

**ORDER DETAILS**

**Minimums :** A minimum of 12 boxes is required to qualify for wholesale fundraising pricing. For orders less than 12 boxes, please contact our Niagara by Frey Chocolate Shop at 716-634-0070 for assistance.

**Lead times:** All orders with shipment destinations within 100 mile radius of Buffalo will be delivered in 4-6 business days. Orders outside Buffalo could be up to 10 business days depending on the specific location. Orders must be received by 2PM or they will be counted as starting the next business day.

**PAYMENT DETAILS**

**Payment methods:** Fundraising orders can be paid with organizational check, Money Order, Credit Card, or ACH. We do not accept personal checks. Tax exempt transactions are subject to additional payment requirements indicated below.

**Payment terms:** Wholesale fundraising customer terms are either prepaid or Net 10. Terms are granted at the discretion of the finance department to customers that meet the requirements. Customers that do not maintain a satisfactory payment status will have their terms revoked and will be notified.

**TAXATION**

**Tax policy:** New York State and county taxes are applicable to New York residents.

**Tax exempt status:** Organizations with a NYS Tax Exempt Status must provide acceptable proof of status in the form of a NYS issued certificate (ST.119, ST.120, etc), prior to ordering and delivery. All payments for tax exempt transactions must be made from accounts held in the name of the organization associated with the tax exempt certificate.

**PICK-UP**

Customers choosing to pick up their orders should check in to our Niagara by Frey Chocolate Shop at 3500 Genesee Street, Buffalo, NY 14225 M-F 10am-5pm. All customers must bring a copy of their receipt of purchase and method of payment if applicable.

**SHIPPING INFORMATION**

Orders of 30 boxes or more with delivery destinations within 100 Mile Radius of Buffalo, NY (14225) qualify for free shipping. Free shipping is defined as standard ground delivery. Any costs associated with additional shipping requirements requested by the customer including but not limited to the following will be the responsibility of the customer and added to the invoice where applicable: expedited delivery, refrigerated shipment, AM delivery, lift-gate, multiple delivery locations.

Orders of 60 boxes or more with delivery destinations outside of 100 Mile Radius of Buffalo, NY (14225) qualify for free shipping. This area is limited to the continental US (excluding Alaska, Hawaii).

Shipping charges for orders less than 30 boxes will be added to the customer invoice and are the responsibility of the customer.

*\*\*Please note that due to the sensitive nature of chocolate, additional shipping charges may apply in warm weather situations\*\**

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**BONUS CARTON PROGRAM**

We offer a bonus carton program with orders totaling 100 cartons or more. Orders must equal at least 100 cartons ordered and can not be combined. One (1) carton of variety pack will be awarded for every 20 cartons ordered. For instance, an order of 100 cartons will receive five (5) free variety pack cartons. See below for bonus quantities and profit margins.

# of Cartons	Qty of bars to sell	Your cost	# Free Cartons	FREE Carton Profit	Total Profit Dollars
30	1500	\$ 750.00			\$ 750.00
50	2500	\$ 1,250.00			\$ 1,250.00
100	5000	\$ 2,500.00	5	\$ 250.00	\$ 2,750.00
120	6000	\$ 3,000.00	6	\$ 275.00	\$ 3,275.00
140	7000	\$ 3,500.00	7	\$ 350.00	\$ 3,850.00
160	8000	\$ 4,000.00	8	\$ 400.00	\$ 4,400.00
180	9000	\$ 4,500.00	9	\$ 450.00	\$ 4,950.00
200	10,000	\$ 5,000.00	10	\$ 500.00	\$ 5,500.00
220	11,000	\$ 5,500.00	11	\$ 550.00	\$ 6,050.00
240	12,000	\$ 6,000.00	12	\$ 600.00	\$ 6,600.00
260	13,000	\$ 6,500.00	13	\$ 650.00	\$ 7,150.00
280	14,000	\$ 7,000.00	14	\$ 700.00	\$ 7,700.00
300	15,000	\$ 7,500.00	15	\$ 750.00	\$ 8,250.00

**STORAGE AND HANDLING**

**Recommended storage conditions:** Temperature: 10-16 °c (50-61 °f); Relative humidity: maximum 55%  
Our products should not be exposed to dampness, extreme heat or placed near drugs, oils, tobacco, or anything from which the product would absorb the odor. Store and display in a sanitary, pest-free environment, away from sunlight, well-ventilated and separated from goods which may harbor pests.

**Shelf life:** Our fundraising candy bars have a shelf-life of 9-12 months from the date of production. It is not recommended to hold inventory for extended periods of time to ensure the end consumer receives their product in safe condition fit for consumption. For any questions regarding shelf life of a particular lot of product, please contact us directly at 716-634-0880.

**ALLERGENS**

Our products are manufactured in a facility that processes several allergens including milk, soy, eggs, wheat, peanuts and tree nuts. Individuals with sensitivity to these allergens should be made aware.

**RE-ORDER POLICY**

Any product re-orders are treated as separate from the original transaction and any terms, minimum requirements, bonus incentives and shipping policies will be determined based on the quantity being ordered at that time. Past due orders must be paid in full before any re-orders are processed.

**RETURN POLICY**

All damaged or broken products (not caused by carrier negligence) must be reported to Niagara by Frey within 72 hours of receipt of shipment. In order to receive credit for damaged or broken products, they must be returned to Niagara by Frey immediately after being reported. A return material authorization (RMA) number will need to be issued by the Customer Service Department. Items must be in original packaging. When items are received, a credit will be issued to your account.

**DISCLAIMER**

Unless modified or altered by written agreement signed by an officer of Niagara by Frey, these terms and conditions apply to all sales of Niagara by Frey products. We reserve the right to edit these Terms & Conditions at any time without notice.