NKEE NDLE

FUND-RAISING ORDER FORM

Seller's Last Name / Apellido del Vendedor	Seller's First Name / Nombre del Vendedor	Seller's PHONE Number / Número de teléfono del Vendedor

School / Organization / Escuela / Organización	Group / Team / Room Number / Grupo / Equipo / Número de Salón	Chairperson / Teacher / Presidente / Profesor

When ordering more than 3 items, please use the next line

ordena más de tres artículos, por favor use la línea siguiente

Customer's Name / Nombre del Cliente	Phone Number / Número de Teléfono	Item #1 - Artículo número uno: Item Description / Descripción del artículo	Item Number / Número del artículo	QTY. / CANTIDAD	Item Price / Precio del artículo	Total Price / Precio Total	Item #2 - Artículo número dos: Item Description / Descripción del artículo	Item Number / Número del artículo	QTY. / CANTIDAD	Item Price / Precio del artículo	Total Price / Precio Total	Item #3 - Artículo número tres: Item Description / Descripción del artículo	Item Number / Número del artículo	QTY. / CANTIDAD	Item Price / Precio del artículo	Total Price / Precio Total	Total Amount / Suma Total	Sales Tax (if applies) / Impuestos de Venta	Total / Ade
Susan Harrington	413.665.8306	Frosted Pumpkin Candle	139	3	$ 21	$ 63	Juicy Orange Candle	146	1	$ 21	$ 21	Clear Cotton Bag	220	2	$ 14	$ 28	$ 112	$	$ 112
					$	$				$	$				$	$	$	$	$
					$	$				$	$				$	$	$	$	$
					$	$				$	$				$	$	$	$	$
					$	$				$	$				$	$	$	$	$
					$	$				$	$				$	$	$	$	$
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					$	$				$	$				$	$	$	$	$
					$	$				$	$				$	$	$	$	$
					$	$				$	$				$	$	$	$	$

ITE Copy . . . . . Return to Chairperson / COPIA Blanca . . . . Devuélvalo al Presidente
LLOW Copy. . . . Return to Chairperson / COPIA Amarilla . . . Devuélvalo al Presidente
K Copy . . . . . Keep for Delivery / COPIA Rosada . . . Mantenga consigo para la entrega

Please Total Your Order Form
Sume por favor su formulario de orden →

This is Page _____ of _____ Page (s)
Esta es página _____ de _____ página (s)

Please make checks payable to school or group
Por favor haga los cheques

ALL ORDERS ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **OFFER AND ACCEPTANCE:** Orders are expressly limited to and conditioned upon acceptance of the terms set forth below, which terms cannot be altered or amended without our express written agreemer Acceptance shall be binding upon Buyer and Buyer's successors, assigns and delegates. Orders which have been accepted by Yankee Candle are not subject to cancellation or changes, except with our written

2. **TERMS OF PAYMENT:** Payment is to be made within thirty (30) days after the date of invoice. Payment not made within this time will be subject to interest at the rate of one and one half percent (1.5%) per r the maximum amount allowed by law, whichever is less.

3. **PACKAGING, SHIPMENT and FREIGHT:** All orders will be packaged for individual sellers and shipped to Buyer (at the organization address). For each selling season, shipping charges are based on a perc of product sales, and are subject to change within the sole discretion of Yankee Candle.

4. **CLAIMS:** All claims must be made in writing within thirty (30) days of receipt of order. Failure to make a claim within the stated time shall constitute acceptance of the goods as is. Buyer waives any claim, defense, setoff or other right or remedy arising from missing or damaged cases, boxes, items, pieces, or other product if not identified to Yankee Candle within the time from identified herein.

5. **WARRANTIES:** Yankee Candle warrants its products to be free from material defects in workmanship and material, provided that its liability and obligations under this warranty shall not include any claim for expenses incurred or losses suffered in using such products but shall be limited solely to replacement of such products or the granting of merchandise credit. THIS IS THE EXCLUSIVE REMEDY FOR ANY BRE OF WARRANTY. THIS EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE. YANKEE CANDLE SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT OR CONTINGENT DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF PROFITS, LOST SHIPMENTS, DELAYS IN DELIVERY OR FROM ANY CAUSE BEYOND ITS REASONABLE CONTROL LIMITED.

6. **SUBSTITUTIONS:** **All orders are subject to availability**. We reserve the right to substitute or provide a gift card of equal or greater value for discontinued or out of stock product or to issue a refund at the ir

7. **RETURNS:** No returns will be accepted without authorization from the Yankee Candle Fundraising Sales & Service department. Returned merchandise must be received in good condition.

8. **TURN AROUND TIME:** Yankee Candle will ship orders within 4-6 weeks after receipt. During peak season (September 14 to December 24) please anticipate the possibility of lengthened shipping

9. **INSUFFICIENT FUNDS:** In the event any check issued by Buyer is returned for insufficient funds or otherwise dishonored for any reason (NSF), the Buyer agrees to allow Yankee Candle to electronically prese Buyer's check for payment, and Buyer waives any objections to electronic presentation. Buyer agrees to promptly tender payment of the full amount of such NSF check plus a service charge of $50.00 plus collect costs, bank fees, court costs and reasonable attorneys' fees.

10. **DISPUTE RESOLUTION:** Any and all claims, grievances, demands, controversies, causes of action or disputes of any nature whatsoever (including, but not limited to, tort and contract claims, and claims bas any federal or state law, statute, order or regulation) arising out of, in connection with, or in relation to the sale by Yankee Candle of products to Buyer shall be resolved by final, binding nonjudicial arbitration in acco with the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. Any such arbitration shall be held in Springfield, Massachusetts, which shall be the sole and exclusive venue for resolving disputes hereunder. Each par shall have no longer than one day to present its position, the entire proceedings before the arbitrator shall be not more than three consecutive days, and the decision of the arbitrator shall be made in writing no mo thirty days following the end of the proceeding. Such an award shall be a final and binding determination of the dispute and shall be fully enforceable as an arbitration decision in a court in Springfield, Massachuse having jurisdiction and venue over such parties. By agreeing to be bound by this provision the parties acknowledge that they are waiving their respective rights to a jury trial. The foregoing notwithstanding, Yankee Candle reserves the right to invoke the jurisdiction of any competent court to remedy or prevent violation of any provision of these Terms & Conditions via injunctive or other equitable relief. These Terms & Conditic and the relationship of the parties shall be governed by the laws of the Commonwealth of Massachusetts.

11. **NONWAIVER:** Any failure of Yankee Candle to enforce a term of these Terms & Conditions shall not affect its right thereafter to enforce the same or any other term, nor shall the waiver of any breach of any pro be a waiver of any succeeding breach.

12. **ENTIRE AGREEMENT:** Our sale to you is limited to and expressly made conditional on your assent to the typed and printed terms & conditions of sale on the face and reverse side hereof, all of which form a pa the order and which supersede and reject all prior writings, representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein, whether or not signed by you agreement may be modified only by a writing signed by both parties. If any provision of these Terms & Conditions or the application thereof to any person or circumstance shall to any extent, be adjudged invalid by arbitrator or court of competent jurisdiction, the remainder of these Terms & Conditions (and the application of such provision to other circumstances) shall not be affected thereby. In the event of a conflict between Terms & Conditions and the contained materials provided by Yankee Candle or on Yankee Candle's Fundraising web site, these Terms & Conditions shall control.

THE YANKEE CANDLE COMPANY, INC.
P.O. BOX 110
SOUTH DEERFIELD, MASSACHUSETTS
01373-0110