

# TERMS AND CONDITIONS

This Wholesale Agreement (“Agreement”) is made between you or your company and Sugarboo and Co. (“Sugarboo and Co. Wholesale”) upon execution and delivery by facsimile to Sugarboo and Co.

## GENERAL ORDERING INFORMATION

To qualify for wholesale purchases, you must be a valid retail business with a brick and mortar storefront and you must submit a copy of your resale exemption certificate (first orders only) and an executed copy of this Agreement. By placing an order with Sugarboo and Co. and providing the resale exemption certificate, you are representing that you are the owner, agent or representative of a currently valid retail business and that the transaction being made is a wholesale, tax exempt purchase for resale. Sugarboo and Co. does not authorize our customers to sell our product on third party websites or on any 3rd party websites that are not owned by you like: Houzz, Etsy, Amazon..etc. nor can they be sold at booths, kiosks, fairs, or antique markets. There is an opening order minimum of \$500 for all new customers and a \$500 re order minimum for inactive customers after a year from their last order. All customers must meet a minimum of \$1,000 in annual sales per calendar year in order to keep your account active and all inactive accounts must meet a \$500 re order minimum to reactivate their account. For Interior Designers we offer a discounted retail price. All sales are final. If in any case, you move storefront locations, Sugarboo and Co. needs to be informed in order to approve the location to continue sales in your new location. Please call the office for more information.

## PAYMENTS

All orders shall be placed online on your account and with a credit card. Sugarboo and Co. charges credit cards at the time of production for all items and made to order items (all wall art). Please allow six to eight (6-8) weeks for delivery for made-to-order items, which are all gallery wrap items, and six to eight (6-8) weeks for delivery for all grey wood items, which are also made to order. Once these items are boxed and ready to ship, your credit card will be charged again for the shipping charge (15% freight cap and a minimum of \$10). In stock items can ship up to seven to ten (7-10) business days from when the order was processed and paid for. Back ordered items will automatically be charged and shipped once they are available unless specified or cancelled otherwise. The minimum shipping cost is \$10 for all orders and back orders and have a 15% freight cap of the order total, effective April 1st 2021. Orders may be cancelled within three (3) business days of the order placement if the order has not shipped yet. If any wall art items are cancelled after the order has been sent to production, there is a re-stock fee of \$25 per made-to-order item. There will be a \$5 re-stock fee per in stock order. Changes to colors or sizes on wall art can be made with a fee of \$15 per item if the item was currently in production. Since it is considered a new made to order item please allow six to eight (6-8) weeks for delivery from the date the order was changed. We offer rush orders (2 weeks) for a \$25 fee per made-to order item unless changes have been made at that time or we temporarily stop rush orders. Effective March 1st, 2019 Sugarboo & Co. will be charging a \$5.00 fee per drop ship order. All drop ship orders should be placed on the wholesale website. The \$5 fee is in addition to the standard shipping fee. If your order is a pick-up order to be picked up at our Roswell, GA warehouse location there will not be a drop ship or shipping fee applied to your order. If the pick-up order is not picked up within four weeks (4 weeks) of being contacted to pick up we will charge a \$5 storage fee to your account weekly after that until your order is picked up at our Roswell, GA warehouse location.

## DAMAGE CLAIMS

Sugarboo and Co. makes every commercially reasonable effort to pack only first quality merchandise with carrier approved materials. Sugarboo Designs is not responsible for damages in transit. All orders must be inspected upon receipt. If your shipment is damaged in transit, defective, or has missing items you agree to contact the carrier and Sugarboo and Co. within five (5) days of delivery. You also agree to save all packaging materials and product. You further agree not to cancel or contest payment or deduct from any invoice any amount due to Sugarboo and Co. as a result of a damage claim. Reported damages must be sent via email along with a photo of the item. A call tag may be issued and replacement will be sent once the return item is in transit. All call tags expire in two (2) weeks after it has been issued. If for any reason, we should issue a second call tag, it will be charged on the customers behalf. Missing items will either be replaced or credited. Sugarboo and Co. is not responsible for issues reported after seven (7) days.

## RETURNS / DEFECTS

Any claim for defective merchandise must be reported to Sugarboo and Co. within five (5) business days of delivery. Sugarboo and Co. does not accept returns on first quality merchandise for any reason. Contact Sugarboo and Co. in the event you receive defective merchandise as all returns must be approved in advance by Sugarboo and Co.

## PRODUCT SPECIFICATION

All art manufactured by Sugarboo and Co. is original and hand painted on wood. The pieces of wood we use have character differences, including but not limited to inclusions, grains, and knots. Therefore, natural variations do occur and should be expected. Sugarboo and Co. ships items that conform to the samples shown at trade shows and on [www.sugarbooandco.com](http://www.sugarbooandco.com) (the “Web Site”).

## COPYRIGHT

All of the designs, products and content within and any materials made available on the Web Site are the sole property of Sugarboo and Co. The Web Site, designs, products, images and content within are protected by copyright and intellectual property law and may not be reproduced in any form without the express written consent of Sugarboo and Co. You hereby agree not to reprint, post, or copy (including electronic or digital scans) any photography, sales materials, or product designs without the advance, express written consent of Sugarboo and Co.

## INTELLECTUAL PROPERTY

Any and all intellectual property rights associated with this Web Site including the designs, products, images and content presented herein, and any inventive concepts, know-how, publicity rights, trademarks, trade-dress, Trade Secrets, copyrights and patents (including any patent-pending items) (collectively “Intellectual Property”) are the sole property of Sugarboo and Co. or third parties. Except as otherwise expressly authorized by Sugarboo and Co., you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of this Web Site in any way without the express written consent of Sugarboo and Co. or the appropriate third party.

## PRIVACY

Your privacy is important to us. To better protect that privacy, Sugarboo and Co. is providing this notice to explain how we collect, use and store

data. The only data that we collect, use and store is information you affirmatively provide to us via facsimile when placing an order by using the Order Form found on the Web Site and your resale exemption certificate. We do not collect data about you through the Web Site nor do we use cookies or track IP addresses.

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

- To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.
- To allow us to better service you in responding to your customer service requests.
- To quickly process your transactions.
- To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our e-mail newsletter, we may send you periodic e-mails. If you would no longer like to receive promotional e-mail from us, please refer to the "How can you opt-out, remove or modify information you have provided to us?" section below. If you have not opted-in to receive e-mail newsletters, you will not receive these e-mails. Visitors who register or participate in other site features such as marketing programs and 'members-only' content will be given a choice whether they would like to be on our e-mail list and receive e-mail communications from us.

While the information you provide will be maintained for a commercially reasonable time by Sugarboo and Co. for administrative and business purposes, your personally-identifying information is never shared with any third party, other than (i) as required by law, (ii) to protect and defend the rights of Sugarboo and Co. and the Web Site, (iii) as incident to a corporate sale, merger, reorganization, dissolution, bankruptcy or similar event, or (iv) in the event that a need arises to contact you in regard to an order, a question, a customer-service related matter, or as may otherwise be required by law and only to the extent that such contact is required.

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. The term "outside parties" does not include Dress Up Boutique. It also does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other use.

Comments, suggestions or other communications sent by you to Sugarboo and Co. are deemed to be non-confidential. We have no obligations of any kind in relation to such comments, suggestions, or communications and are free to use or distribute them in any way, including in relation to the administration, update, or improvement of the Web Site, without compensation to the author, sender, or any other party.

By executing this Agreement and placing an order, you signify your assent to this Privacy provision. Should you have any privacy-related questions or concerns, you may contact Sugarboo and Co. at the Contact Information set forth on the homepage of the Web Site.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless, Sugarboo and Co., its directors, officers, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of your agreements hereunder; and/or (ii) arises out of your negligence, willful misconduct, or other breach of this Agreement.

#### **JURISDICTION**

This Agreement has been entered into and shall be governed by the laws of the State of Georgia (without giving effect to its conflict of law provisions). All parties agree Georgia courts have jurisdiction.

#### **SEVERABILITY**

Each section of this Agreement shall be deemed and construed as a separate and independent section, term or condition and should any part or provision of this Agreement be declared invalid by a court of competent jurisdiction, such invalidity shall in no way render invalid or unenforceable any other section, term or condition herein.

#### **LEGAL FEES**

You understand and agree that you or your company is responsible for your or its own legal fees. If Sugarboo and Co. takes any action to enforce, defend or interpret this Agreement and these terms and conditions, Sugarboo and Co. is entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and any costs whether in litigation or otherwise, in addition to any other relief at law or in equity to which Sugarboo and Co. may be entitled.

#### **MODIFICATION**

Sugarboo and Co. reserves the right to modify the terms and conditions contained herein. Clerical or computer errors are subject to correction. No action, omission or course of conduct shall constitute a waiver of any of the terms and conditions hereof, unless such waiver is specified in writing by Sugarboo and Co. and then, only to the extent so specified.

**TERRITORY PROTECTION**

We offer territory protection if there is not a store already protected in your area, and your yearly sales are \$20,000 or over. Territory protection is only a 2-3 mile radius. In the case that your store front moves location, you must also meet the yearly sales there to become territory protected. If you have more than one storefront location, you must meet \$20,000 in sales in both locations to be territory protected in both areas. Yearly sales are calculated in closed orders only (paid orders). Territory protection would start the following year from the date that you have met the \$20,000 in sales. Territory protection protects you for the following full year. If you are not territory protected we have the right to open new accounts in your area.

**RETAIL PRICING**

Our MAP is double the wholesale price and our products cannot be sold for a lesser value online or at your retail store/ business.

**BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN. AN EXECUTED AGREEMENT MUST BE SUBMITTED WITH EVERY ORDER SUBMITTED.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

Does your business have a storefront? \_\_\_\_\_

If so, please check a box below indicating what type of business and provide the address.

- Boutique
- Interior Designer
- Photographer
- Other

Business Address:  
 \_\_\_\_\_  
 \_\_\_\_\_

If other, please explain:

\_\_\_\_\_

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