

DESIGN LOOP

Wholesale Account Guidelines

Welcome and thank you for taking the time to learn more about DESIGN LOOP and our brand(s). We are extremely proud of our design partnerships and retailer partners. Our partners share and uphold our vision of brand integrity and service excellence. We look forward to understanding more about your company and the potential for working together. We know that you're anxious to get started and so that we may expedite the approval process, please note the following guidelines as you gather and submit the required account information for approval.

Documents and Verification Required

- All wholesale accounts* doing business with DESIGN LOOP must furnish the following for each location it is seeking approval to buy: *Requirements may vary for International Accounts
 - Signed Terms & Conditions
 - Current Tax Resale Certificate

Note: The business name and address on this document must be consistent with the business name and address on the DESIGN LOOP account. Changes in ownership, business name, and/or business location will require an updated Tax Resale Certificate
- Store front businesses must provide photo images of the actual store front applying for approval, per location seeking approval to buy
- An approved account will have 60 days to submit their initial opening order. Failure to do so will result in deactivation and the account must reapply/resubmit all required documents to be considered for reactivation
- Accounts with no sales activity for one year will be deactivated. Deactivated accounts must reapply and be approved by the DESIGN LOOP account management team
- To achieve effective merchandising standards, each individual store location is held to the minimum opening order/annual order commitments. If at the conclusion of the year the annual commitment has not been met, DESIGN LOOP reserves the right to discontinue supplying DESIGN LOOP products

Transshipping, Address Change and New Store Openings

- Transshipping to locations that have not been disclosed to and approved by DESIGN LOOP is strictly forbidden
- Applicant must provide a list of all locations it intends to sell DESIGN LOOP products and obtain approval for those locations. Failure to fully disclose all locations may result in DESIGN LOOP products being pulled
- If an approved account opens additional and/or changes locations (moves) the account must immediately notify DESIGN LOOP to initiate a new approval process for that location. Failure to notify DESIGN LOOP of a change of address may result in all lines being pulled

Ecommerce

- DESIGN LOOP seeks to keep a fair marketplace for all retailers and to avoid artificial price wars on 3rd party platforms
- Accounts may not utilize national/global selling platforms, including but not limited to Amazon.com, Ebay.com, ESTY, JET, Shoptique, etc. without express, written approval by DESIGN LOOP
- Failure to fully disclose all sites and/or listing prices below MSRP will result in an immediate review of your account. DESIGN LOOP may terminate any customer not in compliance with these terms and conditions with immediate effect
- If an account has its own platform/website, they must be presented to DESIGN LOOP to be reviewed and for approval. The same rules regarding merchandising and pricing apply to retailer's websites

Pricing Policy

- DESIGN LOOP Retailers agree to follow and maintain minimum Manufacturer Suggested Retail Price (MSRP) guidelines
- Retailers must maintain at a minimum, the published DESIGN LOOP MSRP's
- If desired, a Retailer may choose to price product above DESIGN LOOP MSRP's
- Retailers may not artificially mark prices above MSRP and then promote "as marked down" to MSRP to appear as discounted e.g. \$10 wholesale item promoted as \$29.95 reduced to \$19.95
- Fixed or permanent discounts are not allowed
- Discounts offered by Retailers must have advanced approval by DESIGN LOOP and/or the originating Licensor
- Prices are subject to change without notice All orders will be invoiced at prices in effect at the time of ordering.
- All items are sold in minimum quantities. Quantities not ordered in the proper increment will be rounded-up to the next multiple amount.

DESIGN LOOP makes every effort to monitor and enforce the Retail Pricing guidelines and at its discretion, may choose to discontinue doing business with noncompliant Retailers.

Payment Terms

- Credit card or Pay Pal purchase terms required for opening orders.
- Application for Net 30 day terms may be requested after successful opening order purchase, and will require credit references. Applications may only be approved through our finance team.
- If eligible, net 30 day terms may be approved with payment being due 30 days from invoice date. Non-sufficient (NSF) checks are subject to a \$20.00 charge
- Net 30 day terms will require a valid credit card to be on file at all times
- DESIGN LOOP reserves the right to process payment by credit card on any order exceeding 45 days past due as well as to cancel pending order(s) and to refuse shipments to past due accounts
- DESIGN LOOP reserves the right to place accounts on Prepay terms

No one, including employees or representatives of third party contractors, is authorized to change payment terms without express written consent from the Finance Department, COO, or owner of DESIGN LOOP

Annual Order Minimums

House Brands

\$250.00 min opening order
\$150.00 min reorder
\$1,000.00 annual minimum commitment

Ashley Mary

\$250.00 min opening order
\$150.00 min reorder
\$1,500.00 annual minimum commitment

Wit & Delight

\$250.00 min opening order
\$150.00 min reorder
\$1,500.00 annual minimum commitment

- Opening minimums may vary at DESIGN LOOP'S discretion
- Purchases below minimum may only be approved by the home office. A minimum order fee of \$10.00 will apply to any exceptions approved

Copyright Notice and Image Use

• All showroom and catalog imagery, advertisements, email and website contents including page headers, footers, images, graphics, patterns, and test are subject to trademark, service mark, trade dress, and any other intellectual property rights or licenses held by DESIGN LOOP and/or its licensors

• DESIGN LOOP will provide product images when requested. ALL print ads, web banners, and store signage must be approved by DESIGN LOOP Images may not be modified without express written consent from DESIGN LOOP

Transportation

Ship via UPS, USPS, LTL (less than truckload common carriers), TL (truckload carriers) - FOB City of Industry, CA. Requests to use other carriers will be honored when possible. DESIGN LOOP reserves the right to ship COD. All discrepancy claims must be made within 10 days of delivery of goods.

Back Orders

All backorders will ship unless customer specifically notifies us with written instructions to cancel back orders. DESIGN LOOP reserves the right to cancel backorders that do not satisfy the minimum requirements. Customer is responsible for any shipping charges incurred to fulfill backorders.

Returns/Cancellations

- For defective merchandise, please obtain an RA # from customer service at support@designloopco.com.
- Customer must provide written notice of an order cancellation request to support@designloopco.com 10 days prior to ship date. Cancelled orders are subject to a 25% cancellation fee.
- Unless refused at time of delivery due to damages, unauthorized returns are not allowed. Unauthorized returns are subject to a 25% restocking fee.
- Requests for Return Authorizations must be made via email to support@designloopco.com within 7-10 business days from time of original receipt. Returns are subject to a 25% restocking fee.

Damages/Loss

- All claims involving loss or damage to the merchandise should be made with the carrier. Retain all packaging material, including shipping box.
- Damages must be reported within 10 days of delivery. Contact Deign Loop customer service at support @designloopco.com for RA and instructions.

Termination, Non-Exclusivity, and Discontinuation

DESIGN LOOP is under no continuing obligation to supply you with DESIGN LOOP products and may terminate any agreement between DESIGN LOOP and you at any time and for any reason. DESIGN LOOP does not grant you an exclusive right to sell DESIGN LOOP products, and may sell DESIGN LOOP products to other retailers and directly to consumers at its sole discretion. Further, there is no guarantee that any products offered by DESIGN LOOP will be offered on a continual basis, and DESIGN LOOP may discontinue supplying any product line to you at any time and for any reason.

We appreciate your interest in DESIGN LOOP and look forward to developing lasting partnerships. Please sign below, indicating you understand and accept the terms and conditions and can provide the necessary documents required to initiate the approval process.

Print Name

Signature

Print Store Name/City and State

Date