

TERMS AND CONDITIONS

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

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 Buchmont Home. 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. Buchmont Home. 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. For Interior Designers we offer a discounted retail price. All sales are final. If in any case, you move storefront locations Buchmont Home. 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 with a credit card. Buchmont Home. 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 (10% freight cap and a minimum of \$5). In stock items can ship up to seven to ten (7-10) business days from when the order was processed. Back ordered items will automatically be charged and shipped once they are available unless specified or cancelled otherwise. The minimum shipping cost is \$5 for all orders and back orders. 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 Buchmont Home. 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 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

Buchmont Home. makes every commercially reasonable effort to pack only first quality merchandise with carrier approved materials. Buchmont Home 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 Buchmont Home. 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 Buchmont Home. 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. Buchmont Home. is not responsible for issues reported after seven (7) days.

RETURNS / DEFECTS

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

PRODUCT SPECIFICATION

All art manufactured by Buchmont Home. 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. Buchmont Home. ships items that conform to the samples shown at trade shows and on [www. buchmonthome.com](http://www.buchmonthome.com) (the “Web Site”).

COPYRIGHT

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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 Buchmont Home. or third parties. Except as otherwise expressly authorized by Buchmont Home., 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 Buchmont Home. or the appropriate third party.

PRIVACY

Your privacy is important to us. To better protect that privacy, Buchmont Home. 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.

While the information you provide will be maintained for a commercially reasonable time by Buchmont Home. 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 Buchmont Home. 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.

Comments, suggestions or other communications sent by you to Buchmont Home. 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 Buchmont Home. at the Contact Information set forth on the home page of the Web Site.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless, Buchmont Home., 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 are or your company is responsible for your or its own legal fees. If Buchmont Home. takes any action to enforce, defend or interpret this Agreement and these terms and conditions, Buchmont Home. 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 Buchmont Home. may be entitled.

MODIFICATION

Buchmont Home. 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 Buchmont Home. and then, only to the extent so specified.

TERRITORY PROTECTION

We offer territory protection if there is not a store already protected in the area, and your yearly sales are \$15,000 or over. In the case that your store front moves location, you must also meet the yearly sales there to become territory protected.

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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