



TERMS & POLICIES

Terms

- First Orders: Minimum amount for all first orders is \$500
- Re-Orders: There is a \$150 reorder minimum. However, all customers who have not purchased a minimum opening order within a 12 month calendar year will have to re-qualify as a new dealer meeting the minimum opening order and existing parameters at that time. If a \$150 is not met then a \$15 fee will be applied.
- Wholesale Pricing is given to companies that meet the \$500 opening order. All companies must be approved by Couture Dreams prior to placing their initial opening order.
- Non-Stocking/Designer Pricing is given to Dealers/Designers that do not meet the initial \$500 opening order.
- All retailers are expected to sell our products at our listed retail price or above, as stated on the most current price sheet. Retailers are not to go below this price. If pricing is below these mandated minimums a warning will be given. After 3 warnings, the account will be closed.
- Cancellations must be made in writing and within 2 working days of order placement. There will be a \$25 cancellation fee for cancellations made after 2 working days. Please contact your Account Executive directly with all cancellations.
- Changes to an order placed must be made in writing within two working days of order placement. There will be a \$25.00 fee for changes made after two working days. Please contact your Account Executive directly with changes.
- Methods of Payment Accepted: Visa, MasterCard, American Express and Check. Credit cards are not charged until order is ready for shipment. If paying by check, the check must clear thru Couture Dreams bank before shipment can be sent to customer.
- Prices are subject to change without notice. Prices on price sheet supersede prices written on orders, in showrooms or at tradeshow.
- To qualify for wholesale purchases, you must be a valid retail business and you must submit a copy of your resale exemption certificate (opening orders only) and an executed copy of this Agreement with your Order Form. By placing an order with Couture Dreams 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.
- As a qualified wholesale buyer/Designer you understand the LOOK AND FEEL of Couture Dreams and the inherent characteristics of our handmade products. Slight imperfections may occur and should not be construed as damages. It is normal for finishes, textures and dye lots to vary slightly.
- Couture Dreams Linens are hand-dyed. A by-product of the hand-dyed nature of Couture Dreams Linens is that dye lots can vary and each fabric choice will absorb the dye in different intensities. This creates the 'Couture Dreams' look and adds to the uniqueness of our linens. We consider our products individual pieces of art work.
- International Accounts have a \$1000 minimum opening order and a minimum re-order of \$500 for wholesale customers. Designer pricing applies to customers who are not stocking our products. Opening order for Non-Stocking/Designer is \$500 with a minimum re-order of \$350.
- Exclusion of Certain Damages. In no event will Couture Dreams be liable for any special, incidental, punitive or consequential damages (including, but not limited to, lost profits or revenue, loss of use, lost business opportunities or loss of goodwill), or for the costs of procuring substitute products, arising out of, relating to or in connection with this

agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), product liability or otherwise, whether or not it has been advised of the possibility of such loss or damage. The parties have agreed that these limitations will survive and apply even if any limited remedy specified in this agreement is found to have failed of its essential purpose.

Placing Your Order

- To place an order please email/fax/call us at: wholesale@couturedreams.com, fax to (631)910-2048 or to place by phone call (800) 418-0757. If you have a sales representative, please place your order with them directly.
- We will email you to confirm your order.

Shipping Policy

- All orders are shipped via FedEx Ground unless otherwise stated or requested by customer.
- Standard product line shipping is approximately 3-5 days for all in stock items. Out of stock items will ship in approximately 12-16 weeks.
- We gladly Drop-Ship. A \$10.00 Service fee applies to all Drop Ship requests.

Damaged Goods Policy

- All shipments received by the customer should be opened and inspected immediately.
- As a qualified wholesale buyer you understand the LOOK AND FEEL of Couture Dreams and the inherent characteristics of our handmade products. Slight imperfections may occur and should not be construed as damages. It is normal for finishes, textures and dye lots to vary slightly.
- Couture Dreams Linens are hand-dyed. A by-product of the hand-dyed nature of Couture Dreams Linens is that dye lots can vary and each fabric choice will absorb the dye in different intensities. This creates the 'Couture Dreams' look and adds to the uniqueness of our linens. We consider our products individual pieces of art work.
- To receive credit or replacement for any damaged merchandise, Couture Dreams must receive notification within five working days of receipt of said merchandise.
- Couture Dreams is not responsible for replacing damaged merchandise or defective merchandise if notification is not received within five days.
- SAVE ALL PACKAGING UNTIL ORDER IS RESOLVED.
- If cartons are damaged upon arrival, note on driver's Bill of Lading.
- The current response time to replace any and all damages merchandise is within two (2) weeks for the receipt of the notification if the product is in stock.

Returns And/Or refusal of Shipped Merchandise Policy

- Couture Dreams will accept returns ONLY for damaged merchandise.
- All returns must be pre-approved by Couture Dreams.
- A return merchandise authorization (RMA) must be obtained from Couture Dreams prior to sending merchandise back. Any shipment received at Couture Dreams without a Couture Dreams RMA# will be refused and returned to sender.
- Refusal of a shipment will incur a 20% restocking fee plus shipping charges.

Guidelines For Placing Couture Dreams Products On Your Website

- Minimum amount for all first orders of \$500 must be met prior to placing product online.
- Couture Dreams reserves the right to refuse any orders submitted by unapproved websites.
- Couture Dreams images are available. Requests should go to your Account Executive or wholesale@couturedreams.com
- Couture Dreams must approve which items will be put on your site.

- All retailers are expected to sell our products at our listed retail price or above, as stated on the most current price sheet. Retailers are not to go below this price. If pricing is below these mandated pricing a warning will be given. After 3 warnings, the account will be closed.
- Our Couture Dreams name MUST appear on all Couture Dreams products.
- We reserve the right not to ship any item that has been discontinued or out of stock that is still on your website.
- Couture Dreams states that orders will be shipped in approximately 3-5 days for all in stock items. Out of stock items will ship in approximately 12-16 weeks. You will be notified if an item is out of stock or on back order.
- Shipments are sent via FedEx ground unless otherwise specified by customer. We can use a customer's UPS, FedEx or Common Carrier account number as requested.
- Please check final pricing on items prior to posting to your website. Prices listed on Couture Dreams list may change without notice. Pricing quoted by Couture Dreams are not guaranteed for the life of the items(s) on your website.
- Couture Dreams charges a \$10.00 drop ship fee for items shipped directly to your customer. This is in addition to shipping charges. If \$5,000 worth of merchandise is sold within a year then drop ship charges will be waived.
- The initial minimum fee of \$500 needs to be met in order to receive wholesale pricing. If this is not met then, non-stocking/designer pricing is given.
- Couture Dreams accepts no responsibility for lost packages shipped without a signature guarantee. If you do not choose delivery signature service on a parcel a signature waiver applies to all past, present and future shipments.
- Errors: Unless Couture Dreams is the cause of the error; Couture Dreams will charge the customer for shipping. Shipping errors include shipment refusal by you or your customer, incorrect address, address change and failed delivery. Shipping error charges include return shipping costs, address change/correction charges and any costs or reshipment. A \$15 fee applies for all label corrections and re-routine requests, whether successful or not.
- Credit card terms only on direct shipments unless otherwise approved.
- If the customer would like to use Couture Dreams photos on their site exactly as they are shown on our website, Couture Dreams can supply the photos at no cost. If the customer wants to change the way the items are displayed, they need to supply their own photos at their own cost.
- If a customer would like Couture Dreams to include any of their marketing materials in direct shipments to their customers, Couture Dreams will be happy to accommodate this within reason. Please check with Couture Dreams to confirm that what is being requested can be done.
- RETURNS: Couture Dreams will accept returns ONLY for damaged merchandise. This will be handled the same way as returns stated in our standard policy. A return merchandise authorization (RMA) must be obtained from Couture Dreams prior to sending merchandise back. Any shipment received at Couture Dreams without a Couture Dreams RMA# will be refused and returned to sender.

THESE TERMS & POLICIES SUPERSEDE ALL PREVIOUSLY PUBLISHED TERMS & POLICES.

COUTURE DREAMS RESERVES THE RIGHT TO REFUSE ANY ORDER. ALL SALES ARE FINAL.

I have read the above Couture Dreams Terms and Conditions and will adhere to all policies.

Print Name/Title

Company Name

Signature

Physical Address of Your Store (wholesale only)

Date

Email Address