

oh baby! brand

by Happy Family Designs, Inc.

Terms and Conditions of Purchase

Thank you for your interest in ordering the oh baby! brand line of children's clothing and accessories for resale in your store. All orders for oh baby! brand goods are subject to the terms and conditions noted below. In consideration for Happy Family Designs, Inc. accepting your order, you unconditionally agree to these terms. Please read and understand this.

I. Payment

- a. **New Customer Deposit.** All new customers must pay a \$100 non-refundable deposit with their initial order. This deposit will be applied to the first invoice.
- b. **50% Deposit.** Because oh baby! is a made-to-order brand, we require a 50% deposit approximately 12 weeks before the beginning of the shipping window or upon acceptance of your order, whichever is later. If we do not receive your deposit on time, your delivery may be delayed or products may not be available for you.
- c. **100% Deposit.** Custom orders will require a 100% prepayment deposit.
- d. **Credit card required.** You agree to provide us with a valid credit card number and signed authorization, which we will use to charge your deposit as noted above. It is your responsibility to keep a current valid credit card on file with us. By agreeing to these terms and conditions, you specifically authorize us to charge the credit card provided, and any replacement credit card number, according to the terms set forth above.
- e. **Payment before delivery.** We will invoice you before we deliver. Payment is required before goods are released. If we ship less than your complete order, we will apply an appropriate portion of your deposit to the invoice (equivalent to that portion of your order that is ready to ship) and you will pay the balance. For example, if we are ready to ship half of the order, we will apply half of your deposit to the invoice, you will pay the balance of the invoice, and the remainder of your deposit will be applied to later invoices.
- f. **Invoices are due upon receipt.** If you fail to pay an invoice within 30 days, your order may be cancelled, and the full amount of your deposit will be forfeited as a restocking fee.

II. Order confirmation, changes, cancellation.

a. **Minimum order.** To tell the oh baby! story and launch this brand successfully, a minimum opening order of \$1,000.00 is required. Reorder minimum is \$350.00. We may accept smaller reorders at our option and apply a fee of \$25.00. Our products are made to order and we require 6 piece minimum per style (unless otherwise noted) for all pre-orders..

a. **Binding order.** Your order is considered final and binding when you place it, and no later modification may be made without written acknowledgement from us.

b. **No Refunds.** All deposits, including new customer deposits, are nonrefundable.

III. Delivery

a. **Shipping Window.** Orders will be confirmed with a "start ship" date and a "completion" date. Happy Family will use its best efforts to ensure that orders leave our distribution center within this time. If we are unable to complete delivery within 30 days after the "completion" date, any unshipped items may be cancelled. In any case, we will not be responsible or liable for any losses or for general, special or consequential damages arising from our failure to deliver goods within the requested shipping window.

b. **Inspection.** Any claims based on product flaws, short shipment, etc. must be made within 15 days of delivery, or such claims will be considered waived.

c. **Return Authorization.** Happy Family will not accept any return without a return authorization number, which must be requested by email. Returns made without authorization may be disposed of, and no credit will be given.

d. **Shipping and related costs.** You will be responsible for all shipping costs. If prepaid, we will add the shipping cost to your invoice. You will be responsible for any taxes, duties, customs fees or similar expenses, unless otherwise agreed to in writing.

IV. Resale restrictions

a. **MAP pricing.** Happy Family reserves the right to establish minimum advertised pricing (MAP) rules for the oh baby! brand. You agreed to not advertise the oh baby! brand goods for less than MAP pricing. In addition, Happy Family reserves the right to decline to accept future orders if it is established that you are routinely offering the oh baby! brand goods for less than MAP pricing.

b. Amazon and other discounters. You also agree that you will not sell the oh baby! brand goods through Amazon or through any off-price liquidation agent or eCommerce site.

V. Other

These terms and conditions may not be modified except by express written agreement of Happy Family Designs, Inc. Happy Family reserves the right to change its prices as well as these terms and conditions at any time by written notice. You agree to accept written notice of any such changes by email, and to be bound by those changes.

Company Name: _____

Store Name: _____

Signer Name: _____

I agree to these terms and conditions on behalf of the company named here. I have authority to sign this agreement.

Signature _____

Date: _____