

CADEN LANE™

Vendor Responsibility Terms & Agreements

Name of Company: _____

Company Website: _____ Online Only? YES / NO

Company Policies

Is everything in stock?

Occasionally items will be on backorder, and not available at the time your order is placed. However, we will always let you know what items ordered are out of stock, as well as offer items that are in stock as replacements. Any backordered items can be held until they arrive, and will ship out at that time, per your discretion.

What is your order/reorder minimum?

All of Caden Lane Baby's product lines are considered separate opening orders. To open with diaper bags, you must meet the minimum opening order of 5 individual bags in any style. There is no reorder minimum. To open with bedding sets, you must meet the minimum opening order of 3 complete bedding sets, any style, sheets and changing pad covers do not count. There is no reorder minimum. To open with the accessories, you must meet the minimum opening order of \$250, which can be a combination of any accessories, in any colors, and in any amount(s). Reorders for the accessory line is at \$150, again any accessories, any colors, and any amount(s). If you wish to carry all three product lines, you must still meet each individual order minimum.

What is the shipping time from when the order is placed?

As soon as we receive your order, we begin processing it. This can take up to 3 days. As soon as it has been processed and paid for, we will then ship it out. Shipping times vary, but range between 5 and 8 days GROUND SHIPPING with UPS. Expedited shipping is available upon request for an additional charge.

What are the drop ship and shipping charges?

Orders are drop shipped via UPS GROUND unless otherwise specified. We ship out most orders within a 48 hour period (which excludes the order processing time). Drop ship fees (including all shipping and handling fees) are as follows: Diaper Bags \$18, Bedding Set \$28 (with or without sheets and CPC's). We do NOT drop ship any accessories at any time. ALL DROP SHIP ORDERS MUST BE PRE-PAID FOR BY CREDIT CARD, NO EXCEPTIONS.

Do you drop ship directly to my customer & will you include our packing slip?

Yes, we drop ship directly to your customer upon receipt of their order. This order is sent directly from you, the online/in-store retailer, to a Caden Lane Sales Representative. Unfortunately, we cannot include your packing slips in our shipments. We now use a Fulfillment Center to do the bulk of our shipments, and they include a packing slip of their own. We will, however, put your store name as the Drop Shipper.

What are the sales tax charges?

All online & brick and mortar retailers will be responsible for charging any sales tax, if necessary. Caden Lane Baby only acts as a wholesale distributor for retailers upon receipt of their sales tax certificate.

What are your suggested retail prices?

ALL retailers will be contractually obligated to sell any Caden Lane Baby products at the minimum MSRP (manufacturer's suggested retail price – double wholesale cost) set by Caden Lane Baby. No exceptions. This is to ensure that no one retailer (online or brick and mortar) receives preferred customer sales due to their ability to undersell competitors. Online retailers may never offer their customers Caden Lane products "on sale" or "discounted". Caden Lane Baby, solely, has the right to allow ANY retailers to offer month-long promotions if and only if that online store contributes to a Caden Lane Advertisement in a nationwide magazine. Please contact Caden Lane to get a current advertising prices and availability.

Can Caden Lane products be sold on third-party discounted retail websites?

All retailers, online and brick and mortar, will be contractually obligated NEVER to list our items on any discount websites (eBay, Amazon, etc.) as well as any other website that is not your own. If you are found to be selling on any website such as these, your account will be suspended, and will only be re-instated per our discretion. If you are selling our items on these websites at a *discounted price* (any amount under our MSRP), your account will be terminated permanently, and under no circumstance will it be re-instated. Call your Caden Lane sales representative with any questions about this policy, or to inform us of other retailers abusing this policy.

Do you provide swatch samples to customers per our request?

Yes, we do provide swatch samples of our bedding sets/fabrics to customers per your request. Your credit card will be charged \$5.00 per each swatch set. You will need to send over the complete name and address of the customer as well as the set(s) they would like swatches for. We are not responsible for swatches getting lost in the mail.

What materials are used in your products/what are the product dimensions?

Most dimensions can be found online on each item page. Any further questions regarding materials and our manufacturing details can be directed to a Sales Representative with Caden Lane.

What are your return policies?

Caden Lane Baby does not accept returns. Any returns wanted by your customers must go through you directly. If a product is defective, we must first receive it back at our offices to evaluate the situation before a replacement can be sent. If the customer with the damaged product no longer wishes to keep the item, you will be responsible for taking on the replacement, as no refunds will be given.

How are product defects handled?

Product defects are few and far between, but they do occur occasionally. Should a customer encounter a product defect, please contact us immediately (through our website) with details of the defect as well as description of the item. If you have the item at your location, we will send a UPS call tag with a replacement item, at no cost to you. Once received, you must send back the defective item immediately, or you will be charged for the replacement. If you do not have the item(s), and your customer does, then it is their responsibility to either send it directly to us (once you have let us know to expect it), or to you and a call tag can then be issued. Under no circumstances will call tags be sent directly to drop ship customers. Once we have received any and all damaged items directly from customers, we will then issue replacements at no charge. It is your responsibility to notify your customer and/or us of where to ship the replacement.

Do you have photos available of each product for us to put on our website?

Yes, we do have photos of all items available. We can send you an image CD for \$15. Without this CD, you cannot use any pictures found on our website. If we find that you are using our images illegally, your account will be suspended, and reinstatement is up to our discretion. With the purchase of the image CD, you are entitled to use any and all pictures we have available upon APPROVAL of your website. Please contact your sales representative if you wish to sell online.

What are the payment terms and methods?

Opening orders are to be paid for by Credit Card. We accept the following credit cards: American Express, MasterCard, and Visa. Credit card information must be given to Caden Lane Baby when placing opening order (must fill out Confidential Credit Card Authorization Form). Orders will not be processed and shipped unless we have credit card information on file. Credit card(s) will be charged the day they are processed (usually 48 hours or less after receipt of order). If any backorders occur, those will be held, and no payment will be taken until they are to be shipped. Order(s) will not be shipped should a credit card decline. It is your responsibility to make sure we have correct credit card information on file, as any declined cards or expired cards will cause shipping delays. Each online retailer will be charged the wholesale price of goods ordered and any corresponding drop ship fees.

What method is preferred for order placement?

All orders will be received by YOU, the online retailer. Online retailers must then send the requested order to a Sales Representative through any of the following methods: 1) Fax the order to 210.687.1920, 2) Call in the order to 210.687.1919 ext 303, or 3) Email the order to orders@cadenlaneco.com. All received orders must include the following: customer's name, ship to address, city, state, zip and phone number. Any special instructions (including but not limited to: expedited shipping, gift message) must be noted clearly on the order.

Will I receive tracking information on orders sent?

Our shipping manager will send over tracking information through email to all stores that have asked. If you wish to be included on this list, please send an email to orders@cadenlaneco.com (assuming you are a current online retailer).

Will I receive invoices or bills from your company?

Each week, as orders are processed and shipped out, we will hold those invoices for you. Each Monday, we will mail out the invoices for the previous week, which have all been paid for and shipped out. If you have any questions concerning the shipment of orders, please contact our shipping manager at 210.687.1919 ext 304 or at orders@cadenlaneco.com. If you have any questions concerning billing or accounting, please contact our accountant at 210.687.1919 ext 302, or at sarah@cadenlaneco.com.

I, *(print owner's name)* _____, hereby acknowledge that I am a certified retailer for the in-store and/or online product promotion and the selling of Caden Lane Baby products through my legitimate company *(print company's name)* _____. It is my sole responsibility to retrieve and send Caden Lane all necessary information including: billing, shipping, and credit information needed to process each sales order [including drop ships]. It is also my responsibility to notify Caden Lane of any changes in the above required information as soon as that information becomes available. Delays in notifying Caden Lane of any changes can result in possible delays of shipping, as well as the rare occurrence of products going out-of-stock. Caden Lane Baby will be responsible for the notification, confirmation, and direct shipping of products fulfilling each sales order [including drop ships] obtained through the corresponding direction of the in-store and/or online retailer. Any returns must be made through my own company unless otherwise stated or confirmed by Caden Lane. Finally, I have carefully read through all of Caden Lane Baby's "Policies" as well as their "Terms & Conditions" and agree to comply with all written agreements as an in-store and/or online retailer of Caden Lane Baby products.

Signature: _____ Date: _____

All new accounts must be approved by Caden Lane. Orders are not guaranteed until approved.

TERMS AND CONDITIONS

All sales of goods by Caden Lane ("Supplier") in the United States are governed by these standard terms and conditions, and every agreement or other undertaking by supplier is expressly conditioned on assent hereto by the buyer of Supplier's goods ("customer"). These standard terms and conditions may be varied only by a typed or legibly handwritten notation on the face of supplier's quotation in writing expressly varying one or more of these standard terms and conditions.

1. Price/Delivery Terms. Unless otherwise specified on Supplier's order acceptance, price and deliver terms are F.O.B. point of shipment, and prices do not include sales, use, or other taxes or any shipping or related handling or insurance charges, all of which shall be paid and/or absorbed by Customer, who shall indemnify Suppliers against all claims and liabilities therefore. Unless otherwise specified on Supplier's order acknowledgement as "firm," prices and delivery dates may be adjusted by Supplier on notice to the customer given before Customer pays to reflect to any delays and increased costs experienced by Supplier in its importation of the goods into the U.S. If the notified change materially adversely affects the customer, the Customer may cancel the order without further liability to any party.

2. Payment/Security. Ownership of the goods delivered will not pass to the Customer until the goods have been paid for in full. Whenever Supplier in good faith deems itself insecure, Supplier may cancel any outstanding contract with Customer, revoke any extension of credit to Customer; reduce any unpaid debt by enforcing its security interest, created hereby, in all goods (and proceeds there from) furnished by Supplier to Customer; and take any other steps necessary or desirable to secure Supplier fully with respect to Customer's payment for goods and services furnished or to be furnished by Supplier. The Customer will have to pay a \$30 bounced check fee to Supplier in the case of a bounced check. The Buyer will incur a \$10 late fee charge for each 15-day period after an unpaid bill is due.

3. Inspection/Acceptance/Return. Customer shall be conclusively deemed to have inspected the goods within 10 days after receipt. Any deficiency in the quality or quantity of the goods must be reported within 10 days after such deficiency is or should have been discovered by inspecting the goods. Customer's claims regarding any such deficiency shall be barred if not timely reported, except and to the extent that such claims are valid under Supplier's warranty. Customer may not return any goods, under warranty claim or otherwise, without first reporting to Supplier the reasons for such return and first obtaining and then observing such reasonable instructions as Supplier may give in authorizing any return.

4. Warranty. Supplier warrants to Customer that all new and unused goods furnished by Supplier are free from defect in workmanship and material as of the time and place of delivery by supplier. This warranty does not cover damage or defects caused by or resulting from (i) unauthorized alterations or modifications to the goods, (ii) negligence, accident, abuse, misuse, improper, unsuitable or abnormal usage or maintenance of the goods, (iii) noncompliance with Supplier's instructions in connection with the use of the goods, and (iv) exposure of the goods to unreasonable temperatures or climatic conditions. The express warranties provided above are in lieu of all other warranties, express or implied. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES ARE EXCLUDED WITH RESPECT TO ANY AND ALL GOODS AND SERVICES FURNISHED BY SUPPLIER. In the cause of Supplier's breach of warranty or any other duty with respect to the quality of any goods, the exclusive remedies therefore shall be replacement or payment of or credit for the purchase price upon return of goods. Selection among the exclusive remedies described above shall in each instance be at Supplier's reasonable discretion and subject to Supplier's reasonable return procedures.

5. Force Majeure. Supplier shall be excused from performing if an event occurs which might render performance by Supplier impractical, such as strikes, riots, fires, war, assertions by third parties of infringement claims, late or non-delivery by Supplier and all other contingencies beyond the reasonable control of supplier.

6. NO CONSEQUENTIAL DAMAGES. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL SUPPLIER AND CUSTOMER BE LIABLE TO EACH OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER FORSEEABLE OR UNFORSEEABLE AND WHETHER BASED UPON LOST GOODWILL, LOST RESALE PROFITS, LOSS OF USE OF MONEY, WORK STOPPAGE, IMPAIRMENT OF OTHER ASSETS, OR OTHERWISE AND WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY IN TORT, NEGLIGENCE, MISREPRESENTATION, OR OTHERWISE, WITH EXCEPTION ONLY IN THE CASE OF PERSONAL INJURY WHERE APPLICABLE LAW REQUIRES SUCH LIABILITY.

7. No License. No right or license is given to obliterate, alter, or copy all or any part of the goods or use any trademark or name except as it appears on the goods as received by the Customer from the Supplier for resale in the United States.

8. Governing Law/Limitations. Texas law shall govern all transactions to which these standard sales terms apply. The venue for any such litigation shall be deemed to be in Bexar County, State of Texas. The prevailing party in any litigation shall be entitled to reimbursement of attorney's fees and disbursements and court costs from the losing party. All limitations of Supplier's liability and remedies for breach of any duty to Supplier to any buyer or user of Supplier's goods apply also to Supplier's affiliates, suppliers, and distributors, insofar as they may have any duties to any buyer or user of Supplier's goods.

I have carefully read through all of Caden Lane's "Policies" as well as their "Terms & Conditions" and agree to comply with all written agreements as an in-store and/or online retailer of Caden Lane products.

Signature: _____ Date: _____

All new accounts must be approved by Caden Lane. Orders are not guaranteed until approved.