

TERMS AND CONDITIONS

INITIAL ORDERS

1. First time customers require a completed application and must reach our opening minimums: Designers \$1,000, Web only \$500, Brick & Mortar \$500.
2. New Account Form must list all retail and website locations where the customer intends to sell 10to12babylounge products.
3. All locations must be approved by both the territory manager and 10to12babylounge management.
4. Once an account is established, all ownership changes, additional websites and or retail locations must have prior approval before shipping.
5. Minimum re-order is \$150; accounts buying less than \$500 within a calendar year are subject to closure and will be removed from our web store locator.
6. Payment Conditions: COD, MasterCard, or Visa ONLY.
 - a. All COD checks are deposited on the day of receipt regardless of any notes on the check to the contrary.
 - b. Credit card is normally charged on the day of shipment.
 - c. Pre-payment not accepted for stock items.
7. Orders placed for custom-order items are subject to a 100% deposit.
 - a. No refunds or exchanges.
 - b. Orders will be processed upon receipt of the deposit and signed agreement form.

ORDER FORM REQUIREMENT

1. All orders must be sent on our forms or approved forms.
2. All orders/changes will only be accepted in writing (Must indicate "REVISION".) Phone orders will not be accepted.
3. All information must be complete, with current ship to, bill to and payment information.
 - a. We will do our best to send additions with the original order; however, in the event that doing so is impossible, additions will be treated as a separate order and shipped separately unless the customer has provided specific instructions not to do so.

SHIPPING

1. Standard ship time varies due to product availability.
2. For RUSH orders please do the following:
 - a. Fax in your rush order with bold writing stating "RUSH ORDER SHIP NOW".
 - b. Include any special shipping instructions, complete billing information and your signature.
 - c. After faxing rush order, call to confirm receipt and activate rush. We cannot guarantee product availability until we receive your order.
3. Special orders placed with regular stock orders may be shipped separately.
4. We do not drop ship to your customers.

PRODUCT PRICING REQUIREMENTS

1. All items must be priced at least double the wholesale cost as per the Pricelist.
2. No customer may sell or auction 10to12babylounge merchandise on any third party or other auction-type websites such as Amazon, Ebay, Walmart.com, Etsy, etc.

10TO12BABYLOUNGE NAME AND LOGO USAGE

1. The 10to12babylounge name and logo are trademarked and any use thereof without express written authorization is strictly prohibited.

2. All 10to12babylounge brochures/catalogs are copyrighted and any use thereof without express written authorization is strictly prohibited.
3. Photographs obtained from our website or other publications may only be used with our written permission.

BACKORDER POLICY

1. Any incomplete order shipped will have a notice on the top right corner of the invoice stating the status of unshipped merchandise. Please call if you want to reinstate or cancel your backorder.

RETURNS

1. Refused orders will incur a 15% restocking charge in addition to all freight charges.
2. For problems email to info@10to12babylounge.com. The returns department will contact you upon receipt of the email or fax. Once an RMA is issued you may return authorized merchandise. All RMA's are subject to a 15% restocking fee.
3. All sales are final on Sale items. We cannot take returns for items that don't sell.
4. The 10to12babylounge Returns Department will determine an item's defectiveness
 - a. No decisions on credit or replacement will be given until we are notified by fax of the problem and are in receipt of the item(s) in question.
 - b. We do not replace merchandise that has been washed improperly.

PRODUCT CHARACTERISTICS

1. Weaving irregularities are a characteristic of the fabric and in no way are to be interpreted as defects.
2. Dye lots will vary and shade changes will occur from lot to lot.
3. 10to12babylounge is not responsible for wear and tear on our items.
4. Dye lots will and do vary from previous orders.
Please inform your customers that if they are trying to match a color; WE DO NOT GUARANTEE THAT THE COLOR WILL MATCH. Example: Do not paint a room or purchase any fabric to match a 10to12babylounge product until the item(s) have been received.
5. All products are not intended for sleepwear under any circumstances. All products are for decoration only.

WASHING INSTRUCTIONS

1. Dry cleaning is suggested or Machine-wash separately.
2. Use warm water, gentle cycle, no bleach.
3. Air Dry ONLY.
4. Warm iron on satin only.

DAMAGED MERCHANDISE FROM DAMAGED SHIPMENTS

1. Inspect box for any visible damage.
2. Before signing for this package, report any visible box damage to driver.
3. Open box & inspect merchandise for any product damage.
4. Contact us at info@10to12babylounge to report any product damage.
Please provide tracking number.
5. IF YOUR PACKAGE ARRIVES DAMAGED, YOU MUST SAVE THE ORIGINAL PACKAGING. 10TO12BABYLOUNGE CAN NOT CREDIT OR REPLACE ANY UPS DAMAGED ITEMS WITH OUT ORIGINAL PACKAGING.

Customer Signature/Store/Date