

Terms and Conditions

The following Terms and Conditions are applicable to all products, collections and lines distributed by Santa Barbara Design Studio

- Minimum opening SBDS order: \$250. Minimum re-order: \$100
- Below Minimum Fee: \$10 per order. Exception- fees and minimums waived for drop-ship orders.
- Prices subject to change without notice. All orders will be invoiced at prices in effect at the time of shipping.
- All items are sold in "minimum & multiple" quantities. The "min/mult" quantity is noted at the end of the price code. Quantities not ordered in the proper increment, will be rounded-up to the next multiple amount.
- Prepayment by Visa, MC or company check. COD and post-dated checks are not accepted
- 2% discount for prepaying by credit card. Credit card information must be provided at the time of ordering. Discount not applicable to orders submitted without cc# or to orders after the shipment has left the warehouse.
- Net 30 terms available upon credit approval. Credit references must be provided. Allow 2-3 weeks for credit review.
- Finance charge of 1-1/2% per month (18% per annum) will be assessed on any unpaid balance over 30 days from invoice date. Failure to pay open invoices by the due date may result in the suspension of net term privileges.
- Invoices 90+ days past due will be turned over for collection for the amount due plus late fees and collection costs.
- International orders must be prepaid in full
- **All accounts and orders are subject to approval by SBDS prior to opening and/or processing.**
- **SBDS reserve the right to accept or deny all orders and/ or accounts at anytime.**

SHIPPING:

- Standard lead time from receipt of order or date of credit approval is 5-10 business days. (May vary due to stock availability and seasonality. Refer to Stock Status Reports posted on our website, www.SB-DesignStudio.com/Wholesale, for status.)
- Changes to in-house orders must be made in writing and may result in delay of shipment. Fax to 805 966-9489
- FOB Oxnard, California via UPS unless requested otherwise.
- Drop shipping available – residential & commercial - \$5.00 drop ship fee assessed per shipping address
- Unless otherwise noted, backorders will be created for items unavailable at the time of shipping. Backorders are shipped FOB, CA. Backorders less than \$40 will be cancelled. Backorders that do not ship within 90 days of the original ship date will be cancelled.

RETURNS:

- Damages must be reported within 10 days of delivery. Call Customer Service for RA# and instructions (800) 933-2529
- Cancelled orders are subject to a 25% cancellation fee.
- Sales returns, both authorized and unauthorized, are subject to a 25% restocking charge.
- Refused orders are subject to 25% restocking fee and applicable freight charges. Additionally, account status may be reduced from active to inactive unless proper re-routing instructions are provided.
- Unauthorized returns are not accepted. Unauthorized returns are subject to 25% restocking fee, additionally terms may be revoked and account status will be reduced from active to inactive.
- All fees must be paid in full prior to release of any future orders
- Authorized returns - Product must be returned in the original packaging and in re-sellable condition. Account will be credited only for product received by SBDS in the aforementioned condition. Freight charges are at the retailer's expense and restocking fees may apply. Contact Customer Service to discuss. (800) 933-2529
- UPS Claim: Retain all packing materials for possible UPS inspection.

DOMAIN NAME POLICY & RESTRICTIONS

Purchaser expressly agrees that it will not, nor will it allow its agents or assigns, to use or include any registered trademark in any way in any domain name. Purchaser further acknowledges that Santa Barbara Design Studio may cancel or reject any purchase order at any time. Purchaser acknowledges that in no event will Santa Barbara Design Studio, or their agents and/or assigns, be liable for any special, incidental, punitive, indirect or consequential damages, whether arising under theory of contract, tort, strict liability or otherwise. This premise applies for all SBDS licensed and/or distributed products. Your placement of a purchase order with SBDS is considered acknowledgement of all policies set forth through this Terms & Conditions form.

IMPORTANT MESSAGE FOR CALIFORNIA RETAILERS REGARDING CALIFORNIA HEALTH AND SAFETY CODE § 25249.5 ET SEQ. ("PROP 65")

All SBDS products meet and exceed FDA standards and are approved for food use. However, due to California's strict warning requirements, any items containing trace amounts of lead or cadmium in the decorations require Prop 65 warnings. The law requires you to display these signs, or provide an alternative "clear and reasonable warning" at all retail stores located in the State of California, or when selling products via the Internet and/or shipping products via mail to customers residing in the State of California. Your placement of a purchase order with SBDS is considered acknowledgement of your duty under Prop 65, and agreement to provide warnings to your customers under this law. Furthermore, by accepting and offering for sale our products, you specifically agree to defend, indemnify, hold harmless, and reimburse SBDS and all of its officers, directors, employees, members, agents, representatives, affiliates, successors, and assigns from and against all claims, causes of action, rights of action, damages, liabilities, fines, penalties, costs, and attorneys' fees brought or threatened against, imposed upon, or incurred by SBDS based upon any failure by you to comply with the warning provisions of Prop 65.

Questions?

Call 1 (800) 933-2529 / www.SB-DesignStudio.com/Wholesale / Sales@SB-DesignStudio.com