



These Terms and Conditions of Sale and Delivery ("Agreement") govern all sales and deliveries by Ardmore Home Design, Inc. d/b/a Blue Pheasant ("Blue Pheasant" or "we") to the customer ("Buyer" or "you"). All other terms and conditions, including, without limitation, those terms and conditions contained in any purchase order(s) which are different from, in addition to, conflict with, or that vary from the terms hereof are hereby rejected and shall not be binding on Blue Pheasant unless specifically accepted in writing. Acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms contained herein.

**WHOLESALE ONLY:** We sell only to the wholesale trade. By submitting an order you are warranting that you are a valid retail business or licensed interior designer ("Designer"), that you are making wholesale tax-exempt purchases for resale, and that you agree to be bound by this Agreement.

**PAYMENT:** By providing a credit or debit card number to associate with your account, you agree that we may charge the credit card on file for any properly authorized orders. Only valid debit or credit cards or other payment methods acceptable to Blue Pheasant may be used and all refunds will be credited to the same card or, at our discretion, other payment method. By submitting your order, you represent and warrant that you are authorized to use the designated debit or credit card or other payment method and authorize Blue Pheasant to charge your order (including taxes, shipping, handling and any other amounts detailed in your order) to that card or other payment method. If the card (or other payment method) cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or cancelled automatically. For all customers, we require full payment for the order, plus taxes and shipping costs, prior to shipment. For purchases made at our retail locations (stores/showrooms), we have a \$1,000 opening order minimum. Any order under the minimum will be accepted at Wholesale pricing. After your opening order has been placed, you are considered a Current Account and there is a \$1,000 minimum for subsequent orders. Any exceptions need to be approved. However, orders under \$150 are subject to shipping surcharges. Current Accounts must order at least \$1,000 per calendar year to maintain their status. All prices are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate. To qualify for a tax exempt sale shipping to CA, NY, TX, NC and GA, we must receive a copy of a valid resale certificate officially recognized by that state. Without that, we are required to collect sales tax for orders shipping to those states. Payment in full must be received prior to shipment. Certain orders may require a deposit. This includes large orders and all custom orders.

**OTHER PAYMENT OPTIONS:** In addition to credit or debit card payment, we also offer the payment options of ACH as our preferred payment choice, wire transfer or check. Please select your payment method through the link available on the sales order confirmation or via the online checkout page. When selecting ACH as the payment option, you are authorizing an electronic debit to your external account on the scheduled payment date in the amount shown as total payment. You are also agreeing to the following:

- Payments submitted will be credited to the account as of the scheduled payment date selected.
- If your payment is returned for non-sufficient funds, you may be charged a fee.
- To complete the payment, you must select "I have read the full agreement and accept these terms."

**RIGHT TO CANCEL:** To cancel this Agreement you must notify us in writing within 30 days of signing. Any deposits will not be returned but may be applied to future orders (net of any actual costs related to the cancellation) at Blue Pheasant's sole discretion. For orders canceled after 30 days, no credit will be given. Cancelled orders that have already been packed are subject to a 25% restocking fee. Custom orders cannot be canceled. We reserve the right to cancel orders or terminate relationships at our sole discretion, at which point your deposit will be returned within thirty (30) days.

**SHIPPING:** All shipping charges are F.O.B. (Free on Board) Los Angeles County, California. Shipping charges will be added to your invoice prior to shipping. You should inspect all items for damage prior to signing. Signature of receipt by your agent or employee constitutes full acceptance of all packages stated on the bill of lading or electronic clipboard in undamaged condition. You are responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of your deposit. We shall not be liable for delay in shipment for any cause, nor shall any delay entitle you to cancel any order after it has shipped or refuse delivery. You agree that the shipping address on the reverse side or otherwise provided to Blue Pheasant in writing is the valid shipping address. For Designers, we can direct ship to your customers, in which case acceptance of packages by your customer will be considered acceptance by you. Delivery may occur in multiple lots depending upon availability of the products constituting an order. Our standard shipping rate will be the same regardless of multiple shipments.

**LIMITED WARRANTY:** We ship items that conform to the samples we display at wholesale trade shows, in our catalogs, and on our website; however, variations are a normal part of the production process. Our products will be free from defects in material and workmanship that materially impair the use of the product. You agree (a) to fully examine goods upon delivery, (b) to save all packaging materials with respect to damaged or defective goods, and (c) to contact us and (d) to provide a photograph showing the damage or defect within five (5) business days of delivery. We will, at our option, repair or replace the item. If damaged item(s) are to be replaced the items must be returned prior to shipment of a replacement. For all returned products, use only the shipping documents provided by Blue Pheasant. Shipping reimbursement will not be made for use of non-authorized shipments. All returns must be properly packaged with original packaging (unless otherwise instructed), clearly labeled with correct RA# and scheduled for pickup within five (5) business days of receipt of shipping documents. This is our only limited warranty or liability. Our limited warranty does not cover: (a) normal wear and tear, (b) product variations, (c) defects or damage occurring due to, or following, product modification, or (d) damage caused by misuse, abuse, or negligent treatment of merchandise. Our limited warranty is void if repairs or modifications have been attempted by any person without our consent. Our limited warranty is limited to the original wholesale purchaser. In no event shall we be liable for incidental or consequential damages in connection with the purchase or use of any merchandise. This limited warranty provides your exclusive remedy for any defective product.

**DISCLAIMER:** THE FOREGOING LIMITED WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, THOSE ARISING OUT OF A COURSE OF DEALING OR USAGE OF TRADE, OR ANY AFFIRMATION OF ANY FACT OR REPRESENTATION WHICH EXTENDS BEYOND THE LIMITED WARRANTY SET FORTH ABOVE AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**CARRIER DAMAGES:** Claims for damage to products that do not arise from defects in material or workmanship are the responsibility of the carrier. If the shipment arrives with visible exterior damage (crushed box, broken crate, moisture, etc.) note the damage in writing on the carrier's delivery receipt before you sign for the shipment and release the delivery driver. A claim for shipping damages will not be accepted by Blue Pheasant unless the damages are noted on the carrier's delivery receipt. Within five (5) business days of receipt, you must (a) SAVE ALL PACKAGING UNTIL CLAIM IS RESOLVED and (b) email [info@bluepheasant.com](mailto:info@bluepheasant.com) or call 626-373-9750 to report damaged items and to receive a return authorization number (RA#). We will, at our option, repair or replace the item. If damaged item(s) are to be replaced, the items must be returned prior to shipment of a replacement or authorization of credit. For all returned products, use only the shipping documents provided by Blue Pheasant. Shipping reimbursement will not be made for use of non-authorized shipments. All returns must be properly packaged with original packaging (unless otherwise instructed), clearly labeled with correct RA# and scheduled for pickup within five (5) business days of receipt of shipping documents.

**RETURNS:** Returns will only be accepted within 30 days of delivery and will only receive credit via a credit memo to be used within 24 months of issuance. It is within our sole discretion as to whether to accept returns of merchandise. You will not receive any credit for items returned without our prior authorization. Returned items must be in their original condition and packaging, and you shall prepay and be liable for all charges in connection with the shipping of returned goods, including insurance. A 25% restocking fee will be applied to all approved returns that are not defective.

**INTELLECTUAL PROPERTY RIGHTS:** We own or license all right, title, and interest in and to (a) our websites, including all software, text, media, and other content available on our websites ("Our Content"); (b) our trademarks, logos, and brand elements ("Marks"); and (c) any product images or other marketing materials that we provide to you ("Materials"). The websites, Our Content, the Marks, and the Materials are all protected under U.S. and international laws. The look and feel of the websites are copyright © Ardmore Home Design, Inc. All rights reserved. In the event Blue Pheasant provides any Materials to you, Blue Pheasant grants to you a non-exclusive, non-transferable, non-sublicensable license to use the Materials solely for you to market and sell products purchased from Blue Pheasant to your customers. In order to protect the goodwill associated with the Materials, you shall use the Materials only in connection with your sale of products purchased from Blue Pheasant and in accordance with any guidance and directions furnished by Blue Pheasant from time to time to ensure that the quality of the Materials and the way they are presented to customers will always be satisfactory to Blue Pheasant. Blue Pheasant will be the sole judge of whether or not you have met or are meeting the standards of quality so established. You will permit duly authorized representatives of Blue Pheasant to inspect all forms of use of the Materials by you at all reasonable times, for the purpose of ascertaining or determining compliance with these quality control measures. You agree not to modify, obscure, or delete any proprietary rights notices included in or on the Materials and you agree to include all such notices on all copies. You may not modify the Materials or make derivative works based on the Materials. You will abide by any and all guidelines provided by Blue Pheasant for the use of the Materials. Your rights to the Materials are limited to the license expressly granted to you in this Agreement. All goodwill associated with any use of the Materials will automatically inure to the sole benefit of Blue Pheasant.



**SOCIAL MEDIA USER SUBMISSION TERMS:** We are always excited to see how our customers use our products and when they highlight what they love about us. Whether through Instagram, Facebook, or Pinterest, get noticed by tagging us @bluepheasant or #bluepheasant.

#### User Submission Terms

**WAIVER:** Any waiver by Blue Pheasant of, or delay in enforcing, a breach by Buyer of any provision of this Agreement shall not be deemed a waiver of future compliance with any of the provisions of this Agreement.

**CONTROLLING LAW/JURISDICTION:** The laws of the State of California shall govern the validity and interpretation of this Agreement. You hereby submit to the exclusive jurisdiction of any state or federal court located in Los Angeles, California, for the purpose of any suit, action or other proceeding arising out of any of the obligations under this Agreement. Any and all costs and fees, including attorneys' fees, shall be reimbursed to the prevailing party by the other party upon demand by the prevailing party. Except in the case of nonpayment, neither party may institute any action in any form arising out of this Agreement after the earlier of (i) the expiration of one (1) year following the date of sale of the merchandise, or (ii) the expiration of the statute of limitations applicable to such action. Blue Pheasant's rights and remedies under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

**ARBITRATION AGREEMENT & WAIVER OF CERTAIN RIGHTS:** Except as set forth below, you and we agree that we will resolve any disputes between us (including any disputes between you and a third-party agent of ours) through binding and final arbitration instead of through court proceedings. You and we hereby waive any right to a jury trial of any Claim (defined below). All controversies, claims, counterclaims, or other disputes arising between you and us or you and a third-party agent of ours (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. You and we agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement including, but not limited to, a claim that all or any part of this Agreement is void or voidable.

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude either party from seeking action by federal, state, or local government agencies. You and we also have the right to bring qualifying claims in small claims court. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with this Agreement, nor a waiver of the right to have disputes submitted to arbitration as provided in this Agreement.

Neither you nor we may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or our individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of this Agreement will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of this Agreement. This Section of the Agreement will survive the termination of your relationship with us.

**THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

**MISCELLANEOUS:** Should any provision of this Agreement be determined to be illegal, invalid or unenforceable, the remaining provisions shall not be affected by the illegal, invalid or unenforceable provision and the parties shall undertake to renegotiate, modify, amend or delete the said illegal, invalid or unenforceable provision in order to give the fullest effect to the terms of this Agreement. Blue Pheasant makes every effort to ensure the accuracy of pricing and product information, but in the event of an inaccuracy, Blue Pheasant shall have the right to cancel any orders placed for products listed at an incorrect price or containing other incorrect information. All prices and items are subject to change without notice. We may assign our rights and obligations under this Agreement, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

**MODIFICATION:** This Agreement constitutes the entire agreement of the parties with respect to the terms and conditions of sale and delivery. No modification of this Agreement shall be binding upon the parties unless in writing and signed by an authorized agent of Blue Pheasant and of Buyer. This Agreement shall be deemed to be an offer by Blue Pheasant in accordance with the terms and conditions hereof.

**MINIMUM ADVERTISED PRICING (MAP) POLICY/AGREEMENT:** This policy is made to protect the integrity of the Blue Pheasant product line and our network of retailers. The Blue Pheasant MAP applies to, but is not limited to, advertising in catalogs, direct mail, websites, in-store displays and all other forms of advertising media, including the internet and other electronic medium available.

Your minimum advertised price must be equal to or greater than Blue Pheasant's Manufacturer's Suggested Retail Price on every product. Any discounting that results in a net advertised price of and Blue Pheasant item through rebates, coupons, percentage discounts or any other manner will be considered noncompliant to the MAP policy.

In the event that Blue Pheasant receives information that a party is advertising a Blue Pheasant product below MAP, Blue Pheasant will contact the party in noncompliance. Once Blue Pheasant has contacted the party, the pricing must be corrected within three business days. If the advertised pricing has not been corrected in three days, Blue Pheasant will cease to supply the party and/or its distributor.