cheryl king
C O U T U R E

General Terms and Conditions
(for Cheryl King, Ltd. and all subsidiaries/divisions)

1. <u>TERMS</u>: Cheryl King, Ltd. and all subsidiaries/divisions reserve the right to place all accounts on a C.O.D.-basis at anytime without notice. We do offer credit card terms and prepayment.

2. <u>ORDERS</u>: All orders are considered made to order. Orders must be faxed; phone orders will not be accepted. Please allow 6-8 weeks for delivery (3 months for mantillas). Rush delivery under 6 weeks (3 months) is available for an additional charge. Stock orders may require longer, and shipments may be split. A confirmation will be faxed/emailed within 2 days of all orders placed or market ends. If you do not receive a confirmation, the order should be considered not placed. Please use the confirmation number in all references to the order prior to the invoice.

3. <u>REFUSALS</u>: Absolutely No Refusals! If a refusal occurs, your account will automatically be placed on hold status and no orders will be shipped until this matter is resolved. There will also be a refusal fee of $50.00 and freight charges applied. If the matter cannot be resolved the Retailer/Buyer will be sent to collections. The Retailer/Buyer will be responsible for the balance and all fees accrued, including, but not limited to, collection fees at 40% of the total, interest of 18%, and any attorney fees / court costs.

4. <u>RETURNED CHECKS</u>: There will be a $36.00 charge for each returned check. All returned checks will be prosecuted and sent to collections. The Retailer/Buyer will be responsible for the balance and all fees accrued including, but not limited to, collection fees at 40% of the total, interest of 18%, and any attorney fees / court costs.

5. <u>RETURNS</u>:
    A. Upon delivery, you are responsible for the inspections of all merchandise. Any problems must be reported within 3 days after the receipt of said merchandise. *Cheryl King, Ltd. and subsidiaries/divisions* are not responsible for any dye lot or material variations. *Cheryl King, Ltd. and subsidiaries/divisions are* not responsible for any returns if not notified within the 3-day grace period.
    B. No merchandise will be accepted for return without our given Return Merchandise Authorization (RMA) number. No exceptions will be made.
    C. There will be no refunds or exchanges on special orders.

6. <u>CANCELLATIONS</u>: All orders are considered made to order. The Buyer/Retailer has the right to cancel any order within 24 hours from the time it was placed in writing. Verbal cancellations will not be accepted.

7. <u>SHIPPING</u>: All orders will be shipped UPS or FedEx ground unless otherwise specified on your order confirmation. Insurance, shipping, C.O.D. and handling charges are the customer's responsibility. No discounts for freight will be accepted. Taxes, duties and fees are to be paid by Buyer.

8. In order to maintain the image of *Cheryl King Couture*, no store is to ever advertise our merchandise on the Internet at discounted prices. We also will only consider an account current that maintains regular retail pricing or higher and places appropriate stock orders at typical intervals consistently. Exclusive programs are available for additional fees.

9. All completion dates must be honored as stated on the order or sooner. *Cheryl King, Ltd.* is not responsible for any delays due to shipping, manufacturing, suspended accounts or natural disasters. We don't hold orders, so order at the appropriate time.

10. *Cheryl King, Ltd.* reserves the right to refuse to do business with any Buyer or Retailer at any time.

11. *Cheryl King, Ltd.* reserves the right to close any account without any reason at any time.

12. The person or persons signing this contract gives permission to be held personally responsible for all outstanding debt. This may result in a lien against personal as well as business property.

13. The Retailer/Buyer agrees to be governed in and by the laws of the State of North Carolina.

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Authorized Signature   Date   Title   Print Name

_____

Personal Address (city, state, zip)   Personal Phone Number

_____

Store Name   Phone Number   Sales Tax Number

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Store Address (city, state, zip)