

Wholesalers Terms and Conditions

Payment terms and open account terms

Open account terms may be extended to a customer who submits a credit application with trade and bank references satisfactory to All Kids Lamps LLC. All credit information must be provided in writing with a customer authorized signature. All Kids Lamps LLC reserves the right to cancel or change its credit terms at its sole discretion and may require full or partial prepayment or COD payment at any time.

Payment terms on open accounts are NET 30 Days from the date of invoice unless stated otherwise in writing. Merchandise will be invoiced on date of shipment. Payments must be rendered in U.S. funds only. Any cost incurred to enforce the collection of the invoice will be added to the balance due: such cost may include, but are not limited to, reasonable attorney and/or collection agency fees.

Opening Minimum \$200.00

- Re-orders \$100.00 minimum, Orders under \$100.00 will have a \$5.00 service charge

-Promotions may not be combined.

ALL KIDS LAMPS LLC WILL HOLD PENDING ORDERS ON OVERDUE ACCOUNTS TERMS:

2% 10TH Prox., NET 30 (2% DISCOUNT IF THE CHECK IS RECEIVED BY THE 10TH OF THE MONTH)

FINANCE CHARGE: ACCOUNTS NOT PAID WITHIN 30 DAYS WILL, ON THE BILLING DATE FOLLOWING, BE CHARGED 1.5% EACH MONTH, WHICH IS 18% ANNUAL PERCENTAGE RATE. MINIMUM OF \$3.00 PER MONTH. MERCHANDISE RETURNED FOR CREDIT IS SUBJECT TO A 15% RESTOCKING FEE MINIMUM CHARGE \$15.00.

WE ACCEPT CREDITCARD PAYMENT AS A CASH SALE (MINIMUM CHARGE \$15.00 - NO DISCOUNT ALLOWED)

Credit Hold

An account will be placed on credit hold when it reaches its credit limit, or when any invoice is more than 30 days past due

The first time an account is placed on hold; all invoices, older than 30 days must be paid to release any pending orders. If any invoice is older than 120 days, all invoices must be paid to release the credit hold, and the account will be placed on COD or prepaid status at All Kids Lamps LLC's discretion.

The second time in a twelve-month period that an account is placed on credit hold, all invoices must be paid to release any pending orders, and the account will be placed on COD or prepaid status at All Kids Lamps LLC's discretion. Any account that is placed on COD or prepaid status may reapply for terms after 6 months by submitting a standard credit application with references and undergo a credit check.

Returned Checks

For each check returned to All Kids Lamps unpaid by the customer's bank, a \$50.00 service charge will be added to the customer's outstanding balance. Returned checks may affect a customer's credit standing and terms of sale.

Freight

F.O.B. Richmond, VA. All orders will be invoiced for freight charges, based on total weight of shipment. All Kids Lamps LLC will ship via best way unless otherwise instructed by customer. Prepaid (Ground Service) shipments must have a \$2000 minimum order and must be shipped to one location within the continental United States

Warranty

All Kids Lamps LLC warrants their products to be free from defects in materials and workmanship, for a period of 30 days from the date of purchase. Should this product prove to be defective at any time during the warranty period All Kids Lamps LLC will replace it without charge. Any replacements will be handled according to All Kids Lamps LLC return policy.

Merchandise Claims and Returns Policy

All Kids Lamps LLC will only take back and issue credit for NEW merchandise (never installed or used for display) in salable condition which was purchased within the last 3 months. Merchandise must be returned complete and undamaged in the original boxes with all the original packaging material. Following are the guidelines for returns: Maximum 6 fixtures with a 15% restocking charge plus outbound freight cost if applicable. All returned merchandise must have a Returned Goods Authorization (RGA) number provided by All Kids Lamps LLC. The RGA number must be obtained by faxing or emailing a request to All Kids Lamps LLC. Include the following information with request for an RGA: invoice number, PO number, received, merchandise to be returned, and reason for return.

Damaged Merchandise

All Kids Lamps must be notified within 5 days of customer's receipt of merchandise damaged in shipment. An RGA number will be issued at that time. After the damaged merchandise has been inspected, a credit memo will be issued. If replacement merchandise is needed, a new PO must be placed

Return Freight

Customer is responsible for paying all outbound and return freight except in the following circumstances:

-Error or miss-shipment is the fault of All Kids Lamps LLC.

- Defective product received by customer within the past 30 days.

- Merchandise damaged in shipment and received by customer within the past 5 days.

All returned merchandise must be properly packed, and must be returned to All Kids Lamps LLC within 5 days of issuance of the RGA. The RGA number must be clearly marked on the outside of each carton returned. If merchandise is not received by All Kids Lamps LLC within 30 days of the RGA date, the RGA will be canceled.

NO CREDIT WILL BE ISSUED UNLESS THE RGA PROCEDURE HAS BEEN FOLLOWED AND THE MERCHANDISE HAS BEEN RETURNED TO ALL KIDS LAMPS LLC. CREDIT WILL BE APPLIED TO CUSTOMER'S ACCOUNT. NO REFUND CHECKS WILL BE ISSUED.

Map Policy

For the benefit of our valued reseller's All Kids Lamps LLC has instituted a Map Policy. Although we actively encourage the advertising and promotion of our products by our wholesalers and drop shippers, we find it necessary to implement a Map Policy so that All Kids Lamps LLC is not devalued in the marketplace. This allows our resellers to compete equally based on the value they provide to the customer.

1. AKL resellers will be considered in violation of this policy if any advertised price is below our set retail price.

2. This policy applies to all AKL's products and individual SKU's, and includes all advertising medium either printed or electronic including but not limited to flyers, radio, television, emails, mailers, coupons, and websites.

3. Online pricing is considered an advertised price, and must adhere to the map policy. Statements such as "call for price" and "add to cart to see price" are acceptable since they are associated with an intent to purchase and not bound by the map policy.

4. AKL reserves the right to modify or suspend the map policy in whole or in part by notifying all resellers of the nature and duration of the change.

5. AKL reserves the right to suspend a resellers account if they intentionally or repeatedly fail to follow this policy.