

BOX BROWNIE TRADING LTD.
TERMS AND CONDITIONS ACKNOWLEDGEMENT AGREEMENT

This Terms and Conditions Acknowledgement Agreement (“Agreement”) is made between you or your company and Box Brownie Trading. (“Box Brownie Trading”) upon execution of this agreement.

GENERAL ORDERING INFORMATION

To qualify for wholesale purchases, seller must be a valid retail business and an executed copy of this Agreement to your Seller for your Seller to submit with your order. By placing an order for Box Brownie Trading products, you are representing that you are the owner, agent or representative of a currently valid retail business and that the transaction being made is a wholesale, purchase for resale. All sales are final.

PAYMENTS AND DELIVERY

All payment arrangements for your ordered products are between Box Brownie Trading and your Seller. Box Brownie Trading will drop ship the order directly to the seller unless otherwise instructed. Payment for items will be made at the point of order. Orders may be cancelled within five (5) business days of the order placement.

DAMAGE CLAIMS

Box Brownie Trading makes every commercially reasonable effort to pack only first quality merchandise with carrier approved materials. Box Brownie Trading is not responsible for damage in transit. Box Brownie Trading does not insure packages with the carrier; if you would like to insure your package(s), advise your Seller to contact Box Brownie Trading to arrange for insurance. If your shipment is damaged in transit you agree to contact the carrier, your Seller and Box Brownie Trading within forty-eight (48) hours of delivery. You also agree to save all packaging materials and product. The carrier will conduct an investigation for the damage claim and it, your Seller and/or Box Brownie Trading will contact you once the investigation is concluded to resolve the issue.

RETURNS / DEFECTS

Any claim for defective merchandise must be reported to your Seller within forty-eight (48) hours of delivery. Box Brownie Trading does not accept returns on first quality merchandise for any reason. Contact your Seller in the event you receive defective merchandise as all returns must be approved in advance.

PRODUCT SPECIFICATION

All art manufactured by Box Brownie Trading is original and hand painted on wood. The pieces of wood we use have character differences, including but not limited to inclusions, grains, and knots. Therefore, natural variations do occur and should be expected. Box Brownie Trading ships items that conform to the samples at tradeshow, samples shown by your Seller, and on www.sugarboodesigns.com (the “Web Site”) or UK version www.boxbrownietrading.co.uk.

COPYRIGHT

All of the Sugarboo Designs products and content within and any materials made available to your Seller and on the Web Site are the sole property of Sugarboo Designs. Sugarboo Designs’ products, the Web Site, designs, products, images and content within are protected by copyright and intellectual property law and may not be reproduced in any form without the express written consent of Box Brownie Trading or Sugarboo Designs. You hereby agree not to reprint, post, or

copy (including electronic or digital scans) any photography, sales materials, or product designs without the advance, express written consent of Box Brownie Trading or Sugarboo Designs .

INTELLECTUAL PROPERTY

Any and all intellectual property rights associated with Box Brownie Trading products and the Web Site, including the designs, products, images and content presented therein, and any inventive concepts, know-how, publicity rights, trademarks, trade-dress, Trade Secrets, copyrights and patents (including any patent-pending items) (collectively “Intellectual Property”) are the sole property of Box Brownie Trading or third parties. Except as otherwise expressly authorized by Box Brownie Trading , you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of the Web Site or any of the products of Box Brownie Trading in any way without the express written consent of Box Brownie Trading or the appropriate third party

PRIVACY

Your privacy is important to us. To better protect that privacy, Box Brownie Trading is providing this notice to explain how we collect, use and store data. The only data that we collect, use and store is information affirmatively provided to us when your Seller submits your order and your resale exemption certificate.

While the information provided to Box Brownie Trading by your Seller will be maintained for a commercially-reasonable time by Box Brownie Trading for administrative and business purposes, your personally-identifying information is never shared with any third-party, other than (i) as required by law, (ii) to protect and defend the rights of Box Brownie Trading and the Web Site, (iii) as incident to a corporate sale, merger, reorganization, dissolution, bankruptcy or similar event, or (iv) in the event that a need arises to contact you in regard to an order, a question, a customer-service related matter, or as may otherwise be required by law and only to the extent that such contact is required.

By executing this Agreement and having your Seller place an order on your behalf with Box Brownie Trading, you signify your assent to this Privacy provision. Should you have any privacy-related questions or concerns, you may contact Box Brownie Trading at the Contact Information set forth on the home page of the Web Site.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless, Box Brownie Trading , its directors, officers, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of your agreements hereunder; and/or (ii) arises out of your negligence, willful misconduct, or other breach of this Agreement.

JURISDICTION

This Agreement has been entered into and shall be governed by the laws of The United Kingdom (without giving effect to its conflict of law provisions).

SEVERABILITY

Each section of this Agreement shall be deemed and construed as a separate and independent section, term or condition and should any part or provision of this Agreement be declared invalid by a court of competent jurisdiction, such invalidity shall in no way render invalid or unenforceable any other section, term or condition herein.

LEGAL FEES

You understand and agree that you or your company is responsible for your or its own legal fees. If Box Brownie Trading takes any action to enforce, defend or interpret this Agreement and these terms and conditions, Box Brownie Trading is entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and any costs whether in litigation or otherwise, in addition to any other relief at law or in equity to which Box Brownie Trading may be entitled.

MODIFICATION

Box Brownie Trading reserves the right to modify the terms and conditions contained herein. Clerical or computer errors are subject to correction. No action, omission or course of conduct shall constitute a waiver of any of the terms and conditions hereof, unless such waiver is specified in writing by Box Brownie Trading and then, only to the extent so specified.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN.

Signature: _____
Printed Name: _____
Company: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Company: _____
Title: _____
Date: _____