Wholesale Agreement

Bliss Studio

FINE FURNISHINGS & OBJÉT

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE

By using the Website, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not use the Website. We reserve the right, in our sole discretion, to change, modify, add or delete portions of these Terms of Use at any time in accordance with the procedures set forth below.

CONTACTING BLISS STUDIO

Bliss Studio aims to provide excellent service to our clients. Please contact us via email at **support@ blissstudio.com** for assistance, your query will be addressed promptly, in the order it was received. Please note, we are a small studio, while we are available to assist over the phone, our phone lines may be engaged.

ACCOUNT APPLICATIONS AND ORDER PLACEMENT

To open an account please submit a Customer Registration form found under the contact tab on our website along with your current resale certificate to **open@blissstudio.com** Bliss Studio sells direct to the trade professionals only.

INTELLECTUAL PROPERTY

Bliss Studio protects its images and product designs via applicable intellectual property law. You agree not to reprint, post, or copy any photography, sales materials, or product designs generated by Bliss Studio in any form without expressed written consent of Bliss Studio. You agree that you are purchasing product for resale only, and that you or your company will be responsible for any legal fees associated with disputes arising from copyright infringement not associated with resale or other authorized use.

PRICING MAPP

(Manufacturers' Agreed Pricing Policy) and IMAPP (Internet Manufacturers' Agreed Pricing Policy) has been adopted by all customers with respect to suggested pricing through promotion, advertising, and internet advertising.

HANDCRAFTED FINISHES

Bliss Studio items are handmade and finished, by select artisans and tradespeople throughout the world. Slight variations in size and finish can be expected and should not be considered a defect. Bliss Studio ships items that conform within our tolerance to the samples shown at trade-shows, in showrooms, and in photographic images in our catalog, with discretion.

AVAILABILITY AND SHIPMENTS

Your order is our priority. We make every effort to ship quickly and complete. On the occasion product availability may cause a delay, we ship "as ready." Items that need to ship together must be marked clearly on correspondence. Please note: marking an entire order "ship complete" may cause indefinite delays.

BACKORDERS

Bliss Studio ships as products become available and honors all backorders. If you do not want your backorder, you must cancel it in writing via Fax or Email before it ships. Bliss Studio does not accept cancellations over the phone.

Any orders that are cancelled after they have been packed by the warehouse are subject to a 5% restocking fee. Any orders that are cancelled after they have been shipped are subject to a 25% restocking fee. Bliss Studio ships "as-ready" meaning that any item not ready at the time of shipment may be backordered. Items needing to "ship together" must be marked clearly on any correspondence with a Bliss Studio employee. Marking an entire order "ship complete" may delay your order indefinitely.

PAYMENTS

All orders are processed with a credit card, bank transfer (ACH or wire transfer), or check at time of shipment. By providing a credit card number and expiration date, you are authorizing Bliss Studio to charge the credit card at the time an order (or back-order) ships. Bank Transfers and checks must be set up and cleared prior to release of shipment.

CHARGEBACKS

Bliss Studio's goal is to resolve all disputes in a fair manner consistent with our policies and this wholesale agreement. Chargebacks should only made after an attempt at resolution is made first through **support@blissstudio.com**. If a chargeback is received without first attempting to resolve the situation with Bliss Studio, your account may be closed or we will only accept payment via check or bank transfer going forward.

BLISS STUDIO SHIPPING

Bliss Studio calculates freight at the time of shipping according to following chart:

SHIPMENT VALUE		Less than 1K	1K - 2500	2501 - 5000	5000+
ZONE 0	NC	10%	8%	7%	6%
ZONE 1	SC, VA	14%	12%	10%	9%
ZONE 2	MD, GA, AL, TN, DE, WV, DC	16%	14%	12%	10%
ZONE 3	OH, KY, FL, IN, IL, MI, LA, TX, AR, MO, OK, MS, CT, NJ NY, KS, IA, RI, NH, MA, MN, ME, VT	18%	16%	14%	13%
ZONE 4	NM, CO, ID, NE, SD, ND, MT, WY, AZ, UT, NV, CA, OR, WA	24%	22%	20%	18%
ZONE 5	Canada, and Remote Areas	Independently Evaluated			
RUSH FEE	\$35				

* Value is calculated off the original price of items not discounted price of goods. Orders outside of these zones will be quoted and shipping charges will be confirmed for payment before shipping.

Based upon carrier requirements, additional fees may be added for optional services including 'call before delivery', 'lift gate delivery', 'residential delivery' and 'white glove delivery.'

Change of Shipping Location and Address Accuracy

Confirmation of shipping address must be received prior to release of the shipment; changes after the shipment has left our warehouse can add be assessed up to \$350 in additional carrier fees, actual cost will be applied. Please ensure the shipping address is accurate and includes street address, suite number, zip code, and contact phone.

Residential Shipping

As a wholesale company, Bliss Studio is unable to ship to residential addresses. If delivering to a residence, buyer must organize their own carrier and will be responsible for any claims caused by third party carriers. Additional packaging fees may apply with palletized shipments.

Lift Gate

Please notify Bliss Studio if you do not have a loading dock. Should a lift gate be required, freight carriers will add a fee of \$75 or more to the shipment total. Failure to notify of lift-gate requirements will delay delivery and may result in additional re-delivery fees, in addition to the lift-gate fee.

Rush Fee

Bliss Studio fulfills orders based on order date, merchandise availability, and payment confirmation for orders when they become available to ship. Three-day rush shipping is available and will incur an additional charge pending shipment location.

Expedited and Guaranteed Shipping

Standard carrier transit times are 3-5 business days. Outside of our standard carrier options and charges as outlined above we can obtain an additional quote for both FedEx expedited shipping and "guaranteed freight shipping."

SHIPPING POLICIES

Bliss Studio makes every effort to pack only first quality merchandise with carrier approved materials from our warehouse in Thomasville, North Carolina. Even with our best efforts, damages can arise from rough transit.

Please follow our best practices in receiving shipments to ensure we can manage a quick solution should an issue occur.

RECEIVING GUIDELINES:

- 1. Inspect and confirm total number of boxes due are included in delivery. Open and inspect contents.
- 2. Refuse all damaged boxes and "return to shipper."
- 3. Note details on receipt & proof of delivery.
- 4. Sign "Subject to Inspection" should driver not wait for proper inspection. Note all damages to cartons, pallets, and packing materials on "Proof of Delivery."
- 5. Submit damage claims with photos within 48 hours of receipt to support@blissstudio.com.
- 6. Save all original packing materials

PLEASE NOTE: Signing for a damaged shipment releases the carrier of all damage liability.

Damaged items should never be installed. Bliss Studio will not be responsible for damages reported after installation. Bliss Studio is not responsible for damages caused during or due to improper installation.

RETURN POLICIES:

To begin a return, please send a return request to orders@blissstudio.com with the invoice number and item number within 30 days from your delivery date.

Any shipments returned without approval or without the original packaging are subject to a 25% restocking fee.

DEFECTIVE OR MISSING ITEMS

Bliss Studio takes great pride in inspecting every item that leaves our warehouse. Even with our best efforts, from time to time defective or missing items are discovered. We will do our best to correct the issue. To help us reach this goal please submit your claim for defective merchandise or missing items within three days of receipt to support@blissstudio.com

Due to the handmade nature of our product, variations in finish, shape, surface texture, including cracks in natural wood that are both inherent and relative to the humidity within the installed environment, are not considered defects.

TERMINATION

Notwithstanding any of these Terms of Use, Bliss Studio reserves the right, without notice and in its sole discretion, to terminate your license to use the Sites and to block or prevent your future access to, and use of, the Sites.

BLISS STUDIO WHOLESALE PRICING & VOLUME DISCOUNTS

Stocking Dealer - 66.7% off retail / Brick and mortar, with an opening order of \$7,500 / \$12,000 per year Dealer - 50% off retail + add 10% / \$5,000 opening order / \$7,500 per year Designer - 50% off retail / no minimum opening order / no minimum per year