



Standard Terms and Conditions – Retail

Standard Terms

Net terms may be available upon approval by Storm Creek ("Company") only after a fully executed credit application and credit reference check have been completed.

Conditions

Prices and terms are subject to change without notice, and orders are accepted subject to the prices and terms in effect at the time of shipment.

Any provisions or conditions of any purchase order or other document, which are inconsistent with or in addition to these terms and conditions are hereby rejected and shall be inapplicable and not binding upon Storm Creek.

Storm Creek shall accept orders in writing, via phone or fax, or through electronic means. We accept, and process transactions via EDI.

All orders are subject to final approval by Storm Creek.

Storm Creek will use all commercially reasonable efforts to ship customer orders complete. All orders will ship when due provided they are at least 60% complete ("Minimum Ship Allocation"), unless notification from the customers is received in advance. Any order that does not meet the Minimum Ship Allocation will be held until the Minimum Ship Allocation standard is met.

Minimum Order Requirements: Twelve (12) pieces or Three hundred dollars (US\$300). Orders accepted by the Company for less than the Minimum Order Requirement are subject to a US\$10 handling fee.

All allowances provided for that do not fall under these Standard Terms & Conditions shall be addressed on a case-by-case basis. Note that all said allowances shall be granted through the use of a credit memorandum only.

Acceptance of shipment constitutes acceptance of Storm Creek terms and conditions.

Pricing

All prices are subject to change without notice. Storm Creek assumes no responsibility and shall incur no liability whatsoever if price change notices are not received. In the event of new federal or state taxes or legislation affecting the cost of Storm Creek products ("Products"), the Company reserves the right to increase prices, as it deems appropriate or necessary. Product is subject to change or be withdrawn, or maybe temporarily or permanently out of stock.

MAP Policy

We strive to maintain a reputable as well as remarkable brand with the consumer, and one that helps drive both traffic and profitable revenues for your operation. As such, we have guidelines in place related how our products are sold. Specifically, we address the issue of Internet and advertised pricing of the brand. While we are very aware that we cannot set the price by which you sell Storm Creek products, we do ask for your assistance in helping us maintain how our brand is portrayed.

We have a two-part MAP policy and require that you not price Storm Creek products below MAP. Of course, you may set your retail prices however you'd like above MAP, just not below.

1. Internet MAP = wholesale x 2
 - Fall/Winter in season (August – December)
 - You may not, at any time, sell Storm Creek product on any third party web sites, including Amazon.
2. Advertised MAP in season = MSRP x .7
 - Fall/Winter in season (August – December)
 - Spring/Summer in season (March – July)

Brand

Storm Creek seeks to maintain how its brand is portrayed in the market and will vigorously defend its brand image and name with all legal means. Please consult the Retailer portal on our web site for branding guidelines

You may not promote Storm Creek products on any other web site other than your retailer site. You may not, at any time, sell Storm Creek product on any third party web sites, including Amazon.

Payments and Finance Charge

Customer shall purchase Products in accordance with Storm Creek's price list in effect at the time of the order (less discounts, if any). Payment must be made in full by due date stated on invoice.

Late payment is grounds for the Company to discontinue performance under these terms and conditions.

Returned checks are subject to a US\$50.00 per check charge.

A finance charge of 1.5% per month (18% annum) will be assessed on all past due invoices.

Cancellations

All orders, once accepted by Storm Creek, are considered valid and cannot be canceled unless a written cancellation notice is received at least 120 days before the requested delivery date. Company will automatically cancel back orders resulting from partial shipments after 90 days beyond the requested delivery date unless written notification is received from customer. Back orders will be processed in the order they were originally received. All discontinued and closeout Products ship on an at-once basis unless prior consent is provided by Company, in which case said items are non-cancelable.

FOB & Shipping

All Storm Creek Product shall deliver F.O.B. shipping facility; risk of loss of Product passes onto the customer once Products are loaded onto the courier at Company facility. Company shall make commercially reasonable efforts to meet any shipment date stated on the face of any accepted order. However, customer understands and agrees that shipment of Product is subject to availability, and Company expressly disclaims liability for any failure to meet such delivery dates.

Customer is responsible for selecting their preferred carrier. If no preferred carrier is selected, the Company shall use its preferred carrier, UPS. Customer remains responsible for all shipping and handling charges including, without limitation, failure by the consignee to pay shipping charges, failure by any third party to pay shipping charges, or an incorrect or invalid shipping account number.

From time-to-time a customer may request expedited shipments, in said cases Company will provide for such cases. Customer is responsible for all freight charges related to expedited shipments and is subject to additional handling fees as maybe imposed by Company.

Export Shipments

Some Products that have been imported into the US may not be exported to other countries. The customer is responsible to check with their freight forwarder or other party to confirm foreign documentation requirements and verify that Products to be exported will be released by said countries customs' authorities at the final destination.

Warranty Returns

Storm Creek accepts returns for material defects and shipping discrepancies only. Company warrants only that the Product shall be free from material defects on the delivery date, provided, the customer stores and handles the delivered Product in such a manner that meets or exceeds the storage and handling procedures utilized by the Company.

Damage not covered under warranty may be repaired for a reasonable rate and a fee will be charged for return shipping. NOTE: Discontinued or closeout Products are not returnable.

Customer must provide Storm Creek with written notice of any warranty claims no later than one (1) year after receipt of the applicable order of Product. Failure to provide written notice within such one (1) year period shall void Company warranties in their entirety. As the Company's sole responsibility and liability, and the customers' only and exclusive remedy for any breach or breaches of such warranties, Company shall at its own discretion, upon written notice from customer, either replace the defective Product, or accept return thereof and refund the price paid by the customer for the defective Product. It is the customer's responsibility to inspect for discrepancies or defects in an order for Product before any alterations or embellishments are made. No Product maybe returned that has been decorated or altered in any manner.

Customers must request a Return Authorization (RA) from Company prior to shipping Product to Company. NO RETURNED PRODUCT WILL BE ACCEPTED WITHOUT A RETURN AUTHORIZATION NUMBER and STORM CREEK RETURN AUTHORIZATION FORM [Return Authorization Form will be provided]. Returns without original corresponding invoice number(s) will be credited at the lowest published price. All returns must be prepaid. The customer shall remain entirely responsible for any shipment for purposes of returning defective Products hereunder to Company, and all risk of loss or damage during shipment shall be born by the customer. The Company will pay (or reimburse) for any reasonable shipping charges limited to valid warranty claims.

Samples

From time-to-time Storm Creek may ship samples to a customer, or other party. Said samples are solely for the purpose of evaluating Product. Samples that are returned to the Company within twenty-one (21) days, must be in new condition with hang tags in tack, and with proper return authorization will receive a full refund for the invoiced price of the Product. The Company shall not be responsible for shipping and handling charges.

Shortages

All shortages must be reported to Storm Creek within 72 hours of receipt of the merchandise. All cartons and/or enclosed pallets that are opened, torn or damaged upon/prior to receipt must be noted with the freight carrier. If product is received from overseas and the order is less than a container load (LTL) it will have individual cartons that have been opened and inspected by customs. These open/inspected cartons will be resealed with US Customs green tape. These cartons and any shortages from these cartons must be noted with the freight carrier. Merchandise discrepancies reported after 72 hours will be considered the sole responsibility of the customer.