

## GEORGE MARKS DESIGN WHOLESALE ACCOUNT POLICIES

Please note that our products are offered at wholesale cost to retailers with a valid sales permit ID for the purpose of resale only. Generally, our wholesale products are priced 50% below our MSRP. Due to the immense savings, we have certain criteria that must be met in order to open a wholesale account:

You must complete a wholesale account application, providing your EIN, and Sales & Use Tax ID.

Your store must meet the standards of the George Marks Studio and not dilute the image we promise to uphold for our wholesale family.

Minimums:

Initial opening order: \$1800

Restocking order: \$200

Note: clients must have orders on file to qualify for re-stocking minimums.

Accounts will be reviewed annually. We reserve the right to cancel an account if George Marks Studio's items are not being well maintained, stocked in suitable temperatures, displayed well or if the account changes ownership. Duplication or adulteration of products or packaging or falsely representing products as your own is strictly prohibited. George Marks Studio does not allow our products to be sold on any type of auction site. Products can only be sold at a physical location provided to George Marks Studio at the time of order, and items must be sold under and by the company whose TAX ID number is on file. Items cannot be sold at temporary locations not previously approved by George Marks Studio (such as art & craft festivals). We reserve the right to limit or discontinue the selling of our products to parties with sales and distribution strategies not compatible to those of George Marks Studio.

Order Fulfillment: Because each piece is hand rolled and stitched, fulfillment can take up to 2 months, therefore all wholesale clients are asked to plan accordingly.

Shipping & Handling: The shipping charges quoted in your order are based on the total weight of the products chosen via FedEx, UPS and USPS.Ground. All orders will have Delivery Confirmation added. Orders shipped via UPS will require mandatory insurance based on the wholesale value of the order. If you would like us to use your shipping account, please include all necessary acct info. Insurance is required on all international orders (when available). If your particular country does not enable the purchase of insurance on your package, George Marks

Studio will not be responsible for any loss or damage that may occur. George Marks Studio reserves the right to refuse any order felt to be fraudulent.

Cancellation of wholesale orders prior to shipment will be charged a 25% restocking fee.

**Wholesale Returns & Restocking Fees:** We stand behind our products and want to maintain a great relationship with our retailers. After all, you're family. All orders come with a 5 day money back guarantee. Items must be in resalable condition. Simply return the merchandise with the original invoice and a note stating your reason for return and we'll gladly issue a credit which may be used to purchase design items or applied to the purchase of original fine art by George Marks. Shipping & handling charges are not refundable, and a 25% re-stocking fee will be deducted from the re-fund.

**Wholesale Payments:** Orders must be paid for in full in U.S. currency prior to shipment. At this time, we do not offer payment terms (Net 30, 60, 90, etc). We accept all major credit cards including AMEX, checks (with a 10 day hold for processing), cashier's checks, and US money orders. Returned checks due to insufficient funds will be charged a \$25 fee. Credit Card charges will appear on your statement as George Marks Studio. International orders must be paid by wire transfer or US money order and must arrive in US Currency. Any fees associated with the money transfer must be covered in the amount sent. If you are an international client and need to speak with us about other options, please contact [georgemarkstudio@gmail.com](mailto:georgemarkstudio@gmail.com).

**Lost, Incorrect or Damaged Goods:** If your merchandise is damaged or incorrect upon arrival, save all contents and packing materials and contact us within 3 business days after its arrival. Shipments that arrive in damaged condition will be replaced only after the damaged merchandise has been returned to George Marks Studio within 10 days of receipt for inspection. Shipments that have been determined to be lost, after thoroughly researching the package through delivery confirmation tracking, will be replaced. For both circumstances, a monetary refund will not be given.

**Minimum Advertised Price Policy (MAP):** The MAP policy applies to all George Marks Studio products. Our minimum advertised price for George Marks Studio products is 100%. The MAP policy applies only to advertised prices and does not apply to the price at which the products are actually sold or verbally offered for sale to an individual customer within the reseller's retail location or over the phone. Printed MAP can not be reduced on the tag or displayed beneath signage promoting a reduced selling price. To protect our resellers from unfair competition and to maintain the brand's image, George Marks Studio will regularly review all reseller commerce sites and conduct in-depth web searches to ensure consistent adherence to this policy. In cases of violation of this MAP policy, resellers will be allowed 24 hours to bring all advertising into compliance. Warnings and written notices will not be provided. Failure to comply immediately will result in discontinued shipments and possible account termination. George Marks Studio

reserves the right to cancel or limit the sale of its products to parties whose sales and distribution strategies are incompatible with those of George Marks Design.

Territory Limitations: The sale or distribution of George Marks Design products outside the United States or to a third party other than an end consumer is strictly prohibited unless specifically approved in writing by George Marks Design. George Marks Design reserves the right to cancel or limit the sale of its products to parties whose sales and distribution strategies are incompatible with those of George Marks Studio.

By placing a wholesale order, you are stating that you understand and adhere to all policies set forth by FinchBerry Soapery.

Thank you for your support and interest.

To become a retailer contact us at [georgemarkstudio@gmail.com](mailto:georgemarkstudio@gmail.com)