



WHOLESALE TERMS &  
CONDITIONS  
08/07/2018  
Effective immediately

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Wholesale Pricing

We offer all wholesale accounts 50% OFF MSRP.

Minimum Buy Requirements

- \$600.00 minimum order
- Coasters (Set of 4): 8 sets per SKU
- Glassware (Set of 4): 3 sets minimum per silhouette
- Magnet Sets: 12 per SKU
- Ornaments: 10 per SKU
- Wall Art: 2 units per SKU
- Large orders: are subject to current lead times and depend upon material availability. Benoit's Design Co. will discuss options with wholesale account prior to placing an order.

Ordering Process

Benoit's Design Co. items are handcrafted and made to order. All Purchase Orders received will be acknowledged and scheduled for production. Our office will notify you of the production start date and request additional confirmation of your order details (quantity, color and sizes). Once PO is received you will receive an invoice from us for the 50% deposit, which is necessary to start production. Any changes must be made prior to the start of production. Once production starts, we will not accept changes to the PO.

Retail Display Options

A retail display package is available upon request. We offer a 4x4, 6x6, and a 12x12 panel with our logo to be able to display either hung on the wall or placed on a surface.

Lead Time

Benoit's Design Co. typically runs on a 4-6 week lead time schedule, but varies based on season. We will do our best to inform you on lead times at the time of your order. Large volume orders may result in longer lead times. Please reach out to [hello@benoitsdesign.co](mailto:hello@benoitsdesign.co) for current lead time schedule.

### MSRP

All Benoit's Design Co. products have a suggested retail price. Wholesale accounts retain the right to charge above the MSRP amount; however, wholesalers may not charge less than the MSRP. If the wholesale account were to place the products on sale, we ask that the discount be less than 15%. If a wholesale account wishes to discount more, they must get it approved by Benoit's Design Co.

### Web Commerce

No products purchased from or produced by Benoit's Design Co. shall be resold by or through any online auction or online store (including, but not limited to, EBay, Amazon or other similar sites) without the expressed written consent of Benoit's Design Co. No products or goods purchased from or produced by Benoit's Design Co. may be sold via the wholesaler's private website unless special permission is granted by Benoit's Design Co. In the event permission is granted, the wholesaler must use images and descriptions created and supplied by Benoit's Design Co.

### Product Images

Benoit's Design Co. will provide images you need for any promotional or printed material. Please email [sales@benoitsdesign.co](mailto:sales@benoitsdesign.co) for more information. Any images you provide yourself must be approved by Benoit's Design Co. prior to use. We ask if you provide your own images you ask for permission two weeks prior to use.

### Payment Methods, Invoicing, and Terms

We currently accept the following forms of payment: invoice link via email, at our shop in Maine, or you may send in check via mail (if check is sent in via mail, we will not begin production until check has been received). Payment methods and terms are based on history and relationships with accounts; however, all new wholesale accounts must make a 50% deposit to be placed in the production queue. Remaining balance is due prior to shipping.

### Net 30

These terms are only available to wholesale accounts who have built a relationship with Benoit's Design Co. We require a past history of a minimum of \$10,000 in annual orders.

### Overdue accounts

If payments are late, accounts will be subject to an interest charge of 2% of the entire invoice beginning 30 days after the invoice is due and increasing by 2% every 15 days thereafter. Payment terms revert to prepayment should an account miss the due date of an invoice more than twice in a fiscal year. Benoit's Design Co. retains the right to terminate any wholesale agreement that BDCo finds unsatisfactory.

### Shipping

All Benoit's Design Co. products will be shipped through USPS or UPS. Shipping costs vary based on box size and weight. Wholesale accounts may provide their own UPS account number.

### Handling

For all wholesale orders we include the cost of packaging materials and handling orders in your initial invoice. This line item charge is 7.5% of the entire wholesale order. Wholesale accounts will be notified of this fee at the time they receive the deposit invoice or by phone.

### Packaging

All Benoit's Design Co. products are packaged to protect the products during shipment. We provide resale packaging for the following items: Coasters, Magnets, and Home Accents. We pack all of our glassware in boxes to sell in sets of 4. If a wholesale account decides to sell the glassware individually, we ask that the wholesaler provide adequate packaging to protect the glassware. We package all wall art in plastic sleeves with corner protectors. We ask that unless the panels are hung on display, the wall art remain in the plastic sleeves for protection.

### Shipping Errors and Warranty

Order errors must be brought to the attention of Benoit's Design Co. within 5 business days of receipt of shipment. We strive to protect your reputation and ours: if you or your customer finds issues related to manufacturing defects during the first 30 days, we will work with you to find a solution.

### Notice of defects

Wholesale orders cannot be returned unless the product is damaged or defective. Our items are packaged securely with special care and love from our studio. If your order arrives damaged or defective, please contact us within 3 business days. We will set up a return for the damaged item(s) and arrange for a replacement.

Please return the item(s) with your original receipt in the original packaging. Also, please provide the reason for your return. We strive to provide high quality products as well as service and your feedback is important to us. We recommend using a trackable shipping service or purchasing shipping insurance.

Please ship your package to:  
**Benoit's Design Co.**  
**90 Bridge St. Suite 340B**  
**Westbrook, ME 04092**

Once your return is received and inspected, we will send an email notification. If the items are in the original condition, we will process the exchange. We do not refund shipping costs. Your return will be processed in 10 business days. If the items do not meet our return policy requirements, we have the right to deny any exchange. If you have any questions about requesting a return, please contact us at [hello@benoitsdesign.co](mailto:hello@benoitsdesign.co) or call 207-887-9609.

#### Confidentiality

Wholesale agreements and pricing of Benoit's Design Co. products are confidential. Publishing, revealing or disseminating the wholesale agreements with Benoit's Design Co. product line outside of the business of the retailer is strictly forbidden without prior written consent from Benoit's Design Co. Failure to preserve the confidentiality of Benoit's Design Co. in its wholesale agreement will result in the immediate and permanent termination of wholesale status for the account.

All products are intellectual property protected under a Benoit's Design Co. copyright and are confidential. At no time, now or in the future, can a retailer attempt to recreate and/or produce any Benoit's Design Co. products with similar designs or by a similar name. Benoit's Design Co. reserves the right to seek compensation for any loss or damages that would result from any breach of confidentiality.

#### Merchantability and misrepresentations

Wholesale account agrees that Benoit's Design Co. makes no warranty, express or implied, as to the merchantability of Benoit's Design Co. products. Wholesale account also agrees that Benoit's Design Co. is not liable for any misuse or misrepresentations of the goods by the wholesale account.

**Benoit's Design Co. reserves the right to change the terms of this agreement as necessary. Prices are subject to change without notice, however Benoit's Design Co. will do it's best to keep Wholesale account informed of any changes. Either party, with 30-day written notice, can terminate wholesale relationship.**

**By signing this document you are in agreement with the above statements.**

Sign \_\_\_\_\_

Date \_\_\_\_\_