

Please read the following carefully. By submitting an order, you agree that you have read, understand, and accept ECR4Kids Terms and Conditions effective January 2019.

DEALER PORTAL

To mitigate cost increases, shorten order entry lag time, and improve order management, including quicker turnaround (shipping); we've enhanced our Dealer Portal (DP). The DP allows you to place orders, check inventory, get freight quotes, and view your price list, order status, print invoices, and much more. Available 24/7 at <http://www.ecr4kids.com/Login.aspx>. For your login information, please contact sales@ecr4kids.com.

PLACING ORDERS

We accept orders via our online DP, Electronic Data Interchange (EDI), Application Program Interface (API) and File Transfer Protocol (FTP). To be set-up via EDI, API or FTP, please contact sales@ecr4kids.com.

PLEASE NOTE: Once an order is transmitted and accepted, no changes/cancellations can be made.

- Orders are processed and shipped from one of several fulfillment locations based on availability. While we make every effort to maintain continuity throughout the year, we may reassign certain items to new fulfillment location based on sales demand and/or to keep your cost low.
- To ship multiple orders under the same Bill of Lading (BOL), please combine and submit one PO to ECR4Kids. This efficiency allows us to continue to ship quickly and meet our Service Level Agreements.
- Items on the same PO may have different shipment dates and tracking information.
- ECR4Kids lead time is 2-5 business days when in stock.

TRADE CREDIT TERMS

- Trade credit is reserved for qualified Dealers who consistently purchase over \$50,000 in a calendar year.
- The Dealer agrees to pay a 1.5%/month service charge if invoices go beyond terms.
- If a trade account is settled with a credit card, a 4.0% credit card transaction fee will be applied to the balance being settled and will be posted to the credit card at the time of settlement.
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PREPAID TERMS

- Absent "Trade Credit", all Dealers are set up on **prepaid** terms.
- Acceptable forms of payment at the time of order are check, ACH, and MasterCard or Visa.
- For prepaid accounts settling orders with a credit card, the card will be charged at time of order entry.

INVOICING

ECR4Kids invoices daily via email or EDI. Copies of all invoices are available for 120 days via the Dealer Portal.

REMITTANCE

All invoices are payable to ECR4Kids L.P. 2245 San Diego Ave, Suite 125, San Diego, CA 92110. A service fee of \$50 will be charged for returned checks for non-sufficient funds (NSF). If the account is on Trade Credit Terms and the Dealer submits payment with NSF, terms will be suspended until the account is paid in full. ACH is ECR4Kids' preferred payment method.

FREIGHT OPTIONS

Pre-Paid & Add Freight (PP&A)

- ECR4Kids House Carriers; available in the contiguous US
- To obtain a freight quote, visit the Dealer Portal; standard service is the default delivery
- ECR4Kids pays the freight bill and is responsible for any freight claim activity

3rd Party/Collect Freight

- Your freight account(s)
- For replacement items due to freight claims (your responsibility), please send a new PO
- Carrier routing must be included within PO
- "See Routing Guide" is considered a manual PO. SLA is waived and there will be a manual off-line routing expense of \$25.00.

All domestic orders will ship prepaid and add (PP&A) unless shipping terms and carrier routing are included within the PO, and complete collect or 3rd party account information has been provided.

Manual Purchase Orders: Freight quotes provided by ECR4Kids (PP&A) must be referenced and accompany the purchase order.

Additional transit time may apply for LTL / FTL orders as the order may ship by rail for more economical transport.

For truck load orders, the PP&A quote includes two hours of detention. Additional time will be charged at \$75/hour and will be billed back to the Dealer upon delivery.

Accessorial and other delivery related charges including residential/home delivery, limited access, inside delivery, lift gate, return receipt, advanced delivery notification, storage, refused shipment, and delivery driver assistance, are the responsibility of the Dealer or consignee and may result in an additional invoice from ECR4Kids.

LTL Shipments (PP&A)

If the delivery location has limited access for carriers (including but not limited to places of worship, libraries, educational institutions, construction sites, fairs, military base/installations, individual/mini storage units, rural locations) a limited access fee will be added to the order prior to invoicing when shipping PP&A. The additional fee is the responsibility of the Dealer or consignee.

If the delivery site does not have a loading dock, a lift gate may be required (additional charge applies). Default service level will include delivery to curbside or loading dock only. A surcharge may apply for any additional services requested which will be charged back to the Dealer. Standard deliveries require the consignees contact name and phone number.

Any carrier-imposed fees for address corrections or after-the-fact accessorial charges based on missing or incorrect dealer-provided information will be charged back to the Dealer and will incur a \$50 Administrative Research & Recovery Fee, due upon receipt of invoice. Failure to pay these invoices promptly may result in order processing delays and/or your account being suspended.

Palletization of LTL shipments is at the sole discretion of ECR4Kids warehouse at time of shipment. Special requests for palletization will incur a \$10/pallet cost plus a \$6/pallet Wrapping Cost.

Will-call is always FOB ECR4Kids and is an option when the order value is greater than \$1,000 per fulfillment location. A \$25 W/C fee applies. ECR4Kids will contact you to schedule an appointment for pickup. Once the appointment is set, we will stage the product for pickup. ECR4Kids will-call does not include loading of the product. Pick up must occur within 72 hours or product will be returned and a 20% restocking fee will apply. Will-call privileges may be revoked due to excessive missed appointments.

FREIGHT DAMAGE/LOSS

If shipping PP&A, including orders to stocking Dealers, any shortage or damaged product must be reported to ECR4Kids within four (4) calendar days of receipt of goods, with supporting documentation and imagery. All visible damages and shortages must be reported to the delivery driver and noted on the delivery receipt. In the event carrier inspection is required, consignee is required to make goods available to carrier for pickup in a timely manner. Failure to complete any of the above may affect our ability to file a freight claim on your behalf, and potentially inhibit our ability to process full credit/replacement for lost/damaged merchandise. Please retain the original packaging for freight carrier review.

If shipping was billable to the Dealer's freight account (pickup, 3rd-party, collect, or otherwise), the Dealer is responsible for mitigating all shipping damage/loss claims with the carrier directly.

WARRANTY

Any products deemed defective based on materials and/or workmanship, will be covered under the prevailing ECR4Kids Warranty Policy. Expressly excluded under the ECR4Kids Warranty Policy are casters, vinyl/fabric upholstery material, electrical power strips, damage resulting from weather, and ink-based products. Supporting information and imagery may be requested to substantiate any claim. Product misuse/abuse and freight damage will not be covered under the ECR4Kids Warranty Policy.

TESTING AND COMPLIANCE

ECR4Kids is committed to ensuring all products are safe for their intended uses and meet or exceed the mandatory

compliance of all applicable standards, requirements, rules, and regulations set by the U.S. and Canadian governments. Certificates of Compliance (COC) are available for download by product at www.ecr4kids.com.

WAREHOUSE MIS-SHIPMENTS

Product that has been mis-shipped due to failure on the part of ECR4Kids will be replaced or otherwise resolved. Customers must contact ECR4Kids Customer Service within five (5) calendar days of the order arrival as verified by the shipping documents. Supporting information and imagery may be requested to substantiate any claim. Customers should not use any mis-shipped product without prior approval from ECR4Kids Customer Service. If customers choose to use mis-shipped product, any claim will not be honored, and product is deemed to be satisfactory.

MERCHANDISE RETURNS POLICY

Product defects due to *materials and workmanship* may be returned, replaced or credited at ECR4kids discretion. Product must be unused, packaged in the original packaging and returned within 30 days of the original purchase for a full refund.

ECR4Kids is unable to accept returned merchandise based on over/mis-purchasing, color/size changes or general "buyer's remorse". Contact your ECR4KIDS Sales Manager to discuss any relevant allowances covering other situations.

The ECR4Kids' Warranty Policy does not cover product color variations or running changes when products are ordered at different times and on different PO's.

In the event product is undeliverable or refused and returned to ECR4kids, the Dealer will incur any/all freight charges and a \$50 restocking fee if the product can be salvaged.

COUNTRY OF ORIGIN

A single item may consist of several components from different countries. The country of origin information is listed on the packaging and/or product.

PRICING POLICY

We reserve the right to make price adjustments due to product discontinuation, raw material price changes, currency fluctuations, US Duty Rates and/or Tariff changes, freight and/or fuel surcharges, errors in advertisement, or other extenuating circumstances. Pricing adjustments may be published throughout the year based on the above; Dealers will be provided a 30-day notice.

FORCE MAJEURE

ECR4Kids shall not be responsible for any loss or damage resulting from failure to perform under these Terms & Conditions in whole or part as result of riot, strike, civil disorder, act of war, failure of facilities, earthquake, storm, fire, flood, or other acts of God, or any reason of any kind what so ever beyond the reasonable control of ECR4Kids.

CONTROL OF CONTENT

ECR4Kids retains the exclusive and absolute right to control all product information, including but not limited to: media, images, product codes and devices to access product codes, part numbers and marketing claims (collectively "Company Content"). This control specifically extends to all Company Content displayed on or used in connection with (each a "Marketplace") your own website or with a third-party marketplace, such as Amazon.com or Walmart.com. All Company Content used on a Marketplace must be unaltered and you are prohibited from changing such Company Content without ECR4Kids' express permission, except for custom sales copy. Custom copy is acceptable if the information remains true to the products. Custom copy must maintain product data integrity; false claims, unwarranted certifications, etc., will not be tolerated. Any violation of this policy may result in immediate suspension or termination of your dealer account.

MARKETPLACE RULES

In order to maintain a consistent and positive experience for the consumer, Dealers must strictly adhere to the following. Violations may result in immediate suspension or termination of your dealer account.

- The Marketplace must be based in the US and selling to US customers (i.e. Amazon UK is prohibited).
- Dealers selling exclusively on Marketplaces must be based in the US.
- Dealers may not create fictitious listings that include unique ASINs, item #'s nor UPCs.

2019 Terms and Conditions

- Dealers must use existing UPC codes on existing product pages in accordance with the listed selling unit of measure.
- Dealers who stock for a Marketplace may sell at an EACH unit of measure but may not list the each-level item on a master pack page maintained by ECR4Kids.
- Prior to selling ECR4Kids product on a Marketplace, you must meet both below qualifications:
 - Have supported an active storefront or listing page on such Marketplace for at least six months
 - Average at least a 4-Star or 75% positive seller rating, with at least 100 or more ratings