

**STERLING SUPPLY COMPANY, INC. (STERLING) D/B/A STERLING, INC. AND DESIGNERS STUDIO
INTERNATIONAL TERMS AND CONDITIONS FOR SHIPMENTS OUTSIDE THE UNITED STATES OF AMERICA**

CORPORATE CONTACT INFORMATION: 1535 Baltimore Ave., Kansas City, MO 64108, P 800-233-7052, P 816-472-0999, F 816-472-7127; Atlanta Merchandise Mart, 240 Peachtree Street N.W. #16B7, Atlanta, GA 30303, P 404-525-2426, F 404-525-2890; Website address: www.sterling-inc.com

PRICES: All prices are wholesale, F.O.B. our warehouse and are subject to change.

ORDER TERMS: Initial opening minimum order as determined per calendar year is \$1,000. All orders require a 50% non-refundable deposit for the order to be processed and merchandise reserved. The balance of the order is due 10 business days prior to the requested ship date. Items are only available in master pack quantities. Sterling reserves the right to increase order quantities to conform to standard case pack. Each reorder will follow the same payment terms as the initial order. All credit card orders must have a Sterling Credit Card Authorization Form and Card Holder Letter of Acceptance completed each calendar year before being processed. All credit card orders must ship to the credit card holder billing address unless the credit card is imprinted or the shipping address is noted on the signed Card Holder Letter of Acceptance. Credit card orders still require a 50% non-refundable deposit before being processed and merchandise reserved.

CUSTOMER SERVICE CONTACT INFORMATION: Mail to Customer Service, 1535 Baltimore Ave., Kansas City, MO 64108, fax to 816-472-7127, or call 1-800-233-7052 or 816-472-0999 extension 5500.

ALL INTERNATIONAL ACCOUNTS: A completed Credit Application and/or a Sterling Credit Card Authorization form including Credit Card Authorization Form Terms & Conditions Agreement must be provided to the Sterling Credit team before any orders will be processed. **The customer must have a designated contact that speaks fluent English. The customer must provide its freight forwarder information including a contact person.**

FORMS: Any required forms are available on Sterling's website, www.sterling-inc.com or from the Customer Service team.

CANCELLATIONS: Cancellation of orders or backorders must be in writing 30 days prior to the scheduled ship date subject to the forfeiture of the non-refundable 50% deposit to hold the order. Confirmation of the acceptance of any cancellations will be in writing. Please retain a copy of this confirmation as documentation.

SHIPMENTS: Sterling attempts to make shipments as complete as possible. Some items may not be in stock at time of shipment due to our manufacturers' production schedule. Sterling will cancel any unavailable items, if necessary. Backorders are not shipped unless Sterling has written instructions to the contrary. Shipments can be from multiple warehouses. The normal shipping season begins July 1. Sterling ships and verifies case counts with UPS and truck lines. Truck line drivers sign for number of cases when merchandise is loaded. The skid count may also be noted on the bill of lading or delivery ticket. **The case count is the only one that Sterling will accept.** Our customers are responsible for verifying and signing for cases when the product is delivered. Any case shortage or damage must be noted on the delivery receipt and reported to our Customer Service team immediately.

FREIGHT CHARGES: Since all shipments are F.O.B., shipping point, all insurance, freight and accessorial charges are the customer's responsibility. Additional freight charges may be assessed for accessorial charges such as inside delivery, residential delivery, lift gate, wait time, storage etc. All charges that may be incurred by Sterling on the customer's behalf will be due prior to shipping. However, if there are additional charges that are billed to Sterling after the order has shipped then the amount will be billed and due immediately.

RETURNS: No returns will be accepted without prior written authorization issued by the Customer Service team. All requests for returns must be made in writing to the Customer Service team within 30 days of invoice date. A Return Authorization (RA) number will be issued. Defective merchandise must be reported prior to February 28 following the selling season. Authorized returns must be shipped back to Sterling within 30 days of the authorization date and the RA number must be included on the packing list sent with the returned cartons.

UNAUTHORIZED RETURNS AND SHIPMENTS REFUSED BY A CUSTOMER SHALL RESULT IN A RESTOCKING FEE OF 50% OF THE MERCHANDISE AMOUNT PLUS FREIGHT. ANY REFUSED SHIPMENT WILL REQUIRE ALL FUTURE ORDERS BE PAID 100% IN ADVANCE.

CONDITION OF RETURNED MERCHANDISE: All merchandise returned to Sterling, other than defectives, must be in such condition that Sterling deems appropriate for the merchandise to be received back into regular stock. Any merchandise not returned to Sterling in such condition including non-Sterling labels, markings or damaged packaging may result in an additional re-work fee of 15% of the merchandise amount. Sterling may deny any credit for returned merchandise deemed unsaleable.

All orders for Sterling merchandise are subject to acceptance by the corporate office of Sterling in Kansas City, Missouri. Once accepted, all international orders are subject exclusively to the terms and conditions explained above. Any variance from these terms and conditions are approved in writing by the President or Chief Financial Officer. No other authorization or approval shall be binding against Sterling. These terms and conditions are the only ones under which Sterling shall sell its merchandise. Any customer purchase order which purports to vary any of these terms and conditions shall not be valid, and by acceptance of delivery of Sterling merchandise, customer waives all terms and conditions contained in its purchase order or other documents which are different from or in addition to those described above. All orders are accepted by Sterling only upon the terms and conditions described above. These Terms and Conditions constitute the entire agreement between Sterling and its customer relating to the sale of merchandise and other than any previous written or verbal agreements.

I hereby agree to the above terms and conditions of sale. Company Name: _____ Name: _____

Authorized Signature: _____ Title: _____ Date: _____