

# OH LÀ LÀ CHÉRI PARIS

ASCENSION LINGERIE & SWIMSUIT LLC

## TERMS & CONDITIONS

Your submission of an order indicates you are agreeing to the terms of the following Wholesale Terms and Conditions.

### DISTRIBUTION POLICY

If you are a wholesaler or reseller in good standing with Ascension Lingerie & Swimsuit LLC, dba Oh La La Cheri (hereinafter "OLLC"), you are licensed to sell OLLC products at your brick-and-mortar stores as well as your company's website. You are not licensed to sell OLLC products on any third-party websites or marketplaces including but not limited to Walmart, Amazon, Ebay, Etc.

### ORDER & PAYMENT METHODS

Minimum first order: \$500. No minimum on re-orders.

We are pleased to accept the following methods of payment: Visa, Master Card, American Express, Money Order, Company Check, ACH, and Wire Transfers. We also offer the option to apply for credit terms. In order to be eligible for a credit line you must:

1. Be a registered business- providing tax reseller ID
2. Must have been in business for at least 1 year
3. Must fill out our credit application form. (Please allow up to 1 week for processing time)

You can request the credit application form by contacting our customer service department by email at [customerservice@ohlalacheri.com](mailto:customerservice@ohlalacheri.com) or by phone at (305) 531-2929.

Note: Ascension Lingerie retains ownership of merchandise until balance(s) are paid in full

### SHIPPING

We work with all major carriers. Ready to ship orders will be processed within 2-3 business days from receipt of payment or verification of terms. This does not include transit time. This excludes back orders and orders delayed by payment/credit issues. If you wish to ship on your account, you must provide the shipping carrier, method, and account information in writing with your order. Orders not specified will be shipped via best way ground service on a pre-paid basis. We cannot guarantee delivery date as delivery terms are given only as an estimate. Once a carrier has picked up package OLLC is no longer responsible for the package in transit or delays due to unforeseen weather conditions and natural disasters.

If a tracking shows a package has delivered and customer claims package has not been received it is the customer's responsibility to open a lost package claim with the carrier.

If package is returned to sender (OLLC) due to incorrect address provided by customer, the package may be reshipped to a corrected address at the customer's expense. Any request to reroute a package already in transit due to customer error will result in a reroute ship fee.

Please note that you are required to fill out our customer set-up form which includes your default method and shipping instructions.

Orders placed on Saturday, Sunday, or National Holiday will be processed/shipped within 48 hours of the following business day. National Holidays observed: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

### BACK ORDERS

It is the customer's responsibility to advise at the time of their order if backorders are accepted. All backorders will be processed automatically as soon as the product becomes available. All open back orders totaling less than \$50 or open for more than 60 days will be automatically canceled. It is the customer's responsibility to notify us in writing if you wish to cancel a backorder. Freight charges apply to all back orders.

### RETURNS/CREDITS & RMA PROCESSING

We stand behind our product and in doing so accept the return of any items exhibiting manufacturing defects. Returns will be accepted for defective merchandise with images provided by the customer of the defect. No returns or credits will be accepted for worn product or

unauthorized returns. If you have received the wrong item this will be handled on a case-by-case basis. Shipping charges are nonrefundable as once a package has been shipped and delivered the service has been completed.

To request a return authorization, email [customerservice@ohlalacheri.com](mailto:customerservice@ohlalacheri.com). You must request an RMA authorization within 14 days of receipt of your shipment.

Authorized returns will be issued a credit within 3 to 7 business days of receipt of return. Credit may be applied to open invoices or future orders. NO CASH refunds.

Any unauthorized return or return exceeding the grace period will be refused or subject to a 20% restocking fee.

Note: Ascension Lingerie LLC reserves the right to change the prices at any time

## **MEDIA USAGE**

Oh La La Cheri will provide images for products that you may use for print or online marketing of our merchandise. Photos distributed by Oh La La Cheri to wholesalers are intended solely for the use of our clients and may not be used without our consent. Photos must be sized accordingly and retain the original quality as shared with clients. Imagery present on OLLC social media accounts are not shared with any of our clients and cannot be used.

## **MAP (Minimum Advertised Price) POLICY**

Products purchased from OLLC for sale to the public are to be advertised at the manufacturer's suggested retail price ("MSRP"). The minimum Advertised Price ("MAP") shall be no greater than 25% OFF the MSRP. Wholesalers and Resellers are free to discount prices for OLLC below the MAP (e.g., by advertising a sale, flagging an item as being on sale, providing coupon codes, etc.); however, any such discounted pricing that is less than the MAP shall only be displayed after the product has been added to the purchaser's shopping cart. In sum, any Internet advertising other than the Reseller's "shopping cart" must adhere to the MAP Policy.

### **Reseller cannot advertise at a price lower than MAP listed price.**

Advertising for OLLC products may include percentage or specific dollar amount discounts or rebates. If such discounts result in a net price lower than the MAP Policy price of an OLLC product, then such advertisement will be a MAP violation.

If pricing is displayed, any strike-through or other alteration of the pricing implying a price less than the Minimum Advertised Price is prohibited.

For clarification, the following advertising complies with the MAP Policy:

1. Advertising without any reference to price;
2. Advertising that promises to match or beat prices from competitors; and
3. Advertising that offers no money down or delayed payments, unless the advertisement specifies a dollar value for these terms which nets a price that is below Oh Là Là Chéri's MAP list price.

## **DROPSHIP TERMS (applicable to Drop Ship Customers Only)**

**\*\*\*Note: At this time, we are not accepting applications for NEW dropship accounts\*\*\***

**\*If you are a current approved dropship customer the following terms will apply. \***

### Requirements

All drop-ship accounts require a non-refundable \$300 credit card deposit charged at the account's creation. The credit card deposit will be used to fill drop-ship orders. While your deposit will never expire, it becomes a credit for merchandise which cannot be refunded. After the deposit is depleted, a valid credit card must remain on file to charge future orders. (Credit card information are secured following the latest PCI requirements)

Purchaser must agree and comply with the general terms and conditions including the MAP (Minimum Advertised Pricing) Policy, along with this agreement. This is to guarantee a fair pricing policy amongst resellers and aims at maintaining the OLLC brand image.

### Processing time

All orders will be processed within 3 business days. As a courtesy, orders sent by 11AM EST Priority or Express may be processed within one business day but are not guaranteed.

### Shipping

Purchaser is responsible for all shipping and handling charges on all shipments, including but not limited to, wrong address, refusals and returns. Orders shipping internationally need a mandatory insurance for the wholesale value of the merchandise. Shipping is through the USPS only unless otherwise requested. Transit times given by USPS is not OLLC's responsibility. The following services are available:

- First-Class Mail: the cheapest method, up to 13oz domestically, 4lbs internationally.
- Priority Mail: from 1lb and up, slightly faster service.

Priority Mail Express: for overnight orders.

O LLC does not offer Flat Rate Packaging/Services. Orders lost by the carrier are not O LLC's responsibility. If an order needs to be sent again, it will be charged to the Purchaser. Once a carrier has picked up a package O LLC is no longer responsible for a package. Any action needed with carrier (i.e. opening a claim) must be done by customer.

#### Costs

Wholesale cost of merchandise.

\$4.50 drop ship fee per order.

Cost of shipping directly to the customer.

#### Returns

No returns or exchanges are accepted for drop-ship orders. Returns are only accepted due to manufacturer's defect with prior authorization. Merchandise must be in new condition and in original packaging with all tags still attached. A credit will be issued once merchandise has been received and inspected. Dropship fees and shipping charges are nonrefundable. No refunds can be issued. For defective merchandise please refer to RMA section of this document.

#### **CONFIDENTIAL INFORMATION (applicable to all accounts)**

During the course of business between the Purchaser and O LLC, O LLC may provide the Purchaser with confidential information related to O LLC's business. Such confidential information may include inventory levels, product features and pricing and anticipated new products, O LLC sales practices and programs. Vendor agrees that the confidential information will be used solely for the purpose of conducting business with O LLC. The Purchaser must not disclose or distribute any confidential information to any competitor of O LLC or to any other third party without the express written consent of O LLC. All images of all products supplied by O LLC, including images on O LLC's web site, are the exclusive property of Oh La La Cheri (Ascension Lingerie and Swimsuit, LLC). The Purchaser may use these images only in connection with the sale of O LLC's products and only in compliance with any policies or terms stated by the O LLC. No other use or distribution is permitted, and the Purchaser may not use O LLC's images in connection with the sale of products from any person or entity other than the O LLC. O LLC retains the right to terminate the Purchaser's permission to use these images at any time and for any reason. Prices and product availability are subject to change without notice. O LLC cannot be responsible for typographical errors in the catalog. By placing an order, the Purchaser accepts all of O LLC's terms and policies set forth in this Drop-Ship Program Agreement. O LLC reserves the right to modify any of the terms of this Drop-Ship Program Agreement with notice to the Purchaser. O LLC reserves the right to terminate business with Purchaser for any violation of these terms and conditions agreement.