



## Paper Pattern Wholesale Terms & Conditions

**\*\* Wholesale offered on Gingerberry Creek Paper Patterns Only \*\***

### Company Information

Company Name	
Primary Contact Name	
Mailing Address	
City, State & Zip code	
Telephone	
Email	
Website	
Social Medias	

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**Instruction:** Please complete this form in its entirety and acknowledge each section by checking the box and Initialing on the provided line. Please provide your Signature, Printed Name and Date at the end and return this completed document along with your Authorized Retailer Application to Gingerberry Creek.

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### Wholesale Requirement Policy

Wholesale purchasing is only available for Authorized Retailers in the contiguous United States.

In order to be able to purchase our patterns at wholesale pricing you will be required to fill out our **Authorized Retailer Application Form** as well as provide us with a copy of your Resale Tax ID #. Once we have received and verified this information we will send you an email approving your application along with your Authorized Retailer Account #. Be sure to use your Authorized Retailer Account # on all orders and communications.

By setting up and signing an Authorized Retailer Account and purchasing from Gingerberry Creek, you agree to all of our Wholesale Terms & Conditions and our Pattern Terms of Use.

☐ I have read, understand and agree with the **Wholesale Requirement Policy:** \_\_\_\_\_

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### **Wholesale Order Requirements Policy**

**Minimum Opening Order:** 50 individual patterns

**Minimum Reorders:** 25 individual patterns

All opening orders **must** meet our Minimum Order requirement of 50 individual patterns. If an Opening Order or Reorder submitted does not meet the Minimum Order requirement, you will be notified via provided contact information and the order will be placed on hold for up to 5 business days for order correction. If the order is not updated to the Minimum Order Requirement then the order will be cancelled on the 6<sup>th</sup> business day.

All re-orders require a Minimum Order of 25 individual patterns. You are welcome to order more and take advantage of our 100+ individual pattern discount.

### **Wholesale Ordering Options**

#### **Opening Order Options**

50-99 individual patterns @ \$5.70/pattern (40% discount off MSRP)

100+ individual patterns @ \$5.00/pattern (48% discount off MSRP)

#### **Re-Order Options**

25-99 individual patterns @ \$5.70/pattern

100+ individual patterns @ \$5.00/pattern

☐ I have read, understand and agree with the **Wholesale Order Requirement Policy** and the **Wholesale Ordering Options:** \_\_\_\_\_

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### **Wholesale Cancellation/Modification Policy**

Orders may be cancelled or modified within 24 hours from the date the order was placed.

Once orders have been charged and go into processing, you cannot modify or cancel the order.

Orders cancelled after the 24 hour window, will incur a 20% restocking fee.

☐ I have read, understand and agree with the **Wholesale Cancellation/Modification Policy:** \_\_\_\_\_

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### **Wholesale Payment Terms and Conditions Policy**

All orders must be **pre-paid** via Credit Card, Debit Card, PayPal or Zelle.

We do not accept Checks or Money Orders.

We accept Visa, MasterCard, Discover, American Express, PayPal, and Zelle.

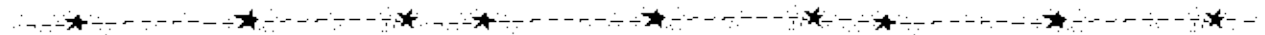
We will process all Credit and Debit Cards via Square or Propay. Transaction will show up on statements as Gingerberry Creek or Ginger Morgan.

If you prefer PayPal we can send a PayPal Invoice, which you can then pay with your PayPal balance, bank account or credit card.

**Note:** If you choose to pay via your Bank Account in PayPal there will be a delay in processing your order. Once the payment clears the bank then your processing time will begin from that date.

*Debit Card Notice:* If there are insufficient funds at the time the debit card is processed, there could be an overdraft charge and/or other fees by your bank for which Gingerberry Creek is NOT liable.

- ☐ I have read, understand and agree with the **Wholesale Payment Terms and Conditions Policy:** \_\_\_\_\_



### **Wholesale Order Processing Policy**

Gingerberry Creek processes orders on a first come, first serve basis and during business hours only, which is Monday through Friday, 10am to 5pm (Eastern Time). We do not process orders on Saturday, Sunday, any US Holiday or any Scheduled Vacations.

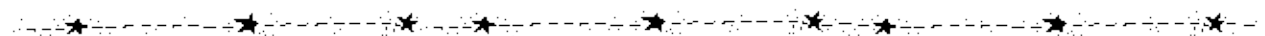
25-99 individual patterns – Processing Time required is 7-10 business days

100-499 individual patterns – Processing Time required is 14-25 business days

500+ individual patterns – To be determined – Call for Processing Time required

Gingerberry Creek will try and process all orders within the above required processing time frame from date of order placement. If for some reason we are experiencing longer processing times you will be notified of the delay.

- ☐ I have read, understand and agree with the **Wholesale Order Processing Policy:**  
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### **Wholesale Shipping Terms and Conditions Policy**

Gingerberry Creek will ship most Wholesale Orders via USPS Priority Mail with Delivery Confirmation and Insurance, from Virginia. For very large orders we may choose to ship via UPS, FedEx or Best Way. Depending on your location shipping times may be longer than average shipping times. We cannot guarantee shipping dates or times.

Gingerberry Creek is not responsible for any order that is subject to Loss, Theft or Damage by the shipping carrier. All Wholesale Orders will include Shipping Insurance and any package that has been Lost, Stolen or has been damaged will require a Claim to be filed with the Shipping Carrier.

### **Lost, Stolen or Damaged Shipment Procedure**

- Please allow the allotted shipping time required for your Wholesale Order once you have received the Tracking Information.
  - USPS Priority Mail normally delivers within 3-4 business days during regular times, peak holidays may take longer.
  - USPS Ground Advantage normally delivers within 3-7 business days during regular times, peak holidays may take longer.
  - UPS Ground normally takes 1-6 business days during regular times, peak holidays make take longer.
  - UPS 3-day normally delivers in 3 days or less and is guaranteed by the shipping carrier.
  - FedEx Ground normally delivers in 2-5 business days during regular times, peak holidays may take longer.
- If you have not received your package within 7 days from the date that delivery is projected, please contact Gingerberry Creek so that we may assist in finding out when to expect your delivery.
- If the package has not been delivered 10 days after expected delivery please contact Gingerberry Creek so that we may start the Lost or Stolen Package Investigation Claim.
- Once the package is determined Lost or Stolen by the Shipping Carrier, Gingerberry Creek will request Insurance Reimbursement from Shipping Carrier.
- Once Gingerberry Creek has received the Insurance Reimbursement from the Shipping Carrier we will authorize either to replace the Lost or Stolen Wholesale Order or authorize a refund on the Lost or Stolen Wholesale Order, all of which is at Gingerberry Creek's discretion.
- If the Shipping Carrier denies the Insurance Reimbursement Claim for any reason, Gingerberry Creek is not responsible for reimbursement or replacement of the Wholesale Order of any kind.
- If a package has been delivered Damaged it is very important to keep all packaging materials and to document the damage either by pictures or video. All Shipping Carriers will require proof of damage, so **DO NOT** discard any packaging materials.
- Please notify Gingerberry Creek immediately, within 5 days of date that package was delivered, if any of the contents of the package have been damaged. We will require pictures or video of the damaged packaging materials along with any damaged products.
- Once Gingerberry Creek receives documentation of the damaged shipment and product we will determine whether to file a Damage Claim with Shipping Carrier. Please allow 5 days for our Damage Claim decision.
- If Gingerberry Creek decides to file a Damage Claim with the Shipping Carrier, we will submit all documentation to the Shipping Carrier and wait the allotted time required by the carrier.
- If the Shipping Carrier agrees and accepts our Damage Claim we will wait for the Shipping Carrier to remit the Damage Claim Amount to Gingerberry Creek. At that time, Gingerberry Creek reserves the right to replace and ship any patterns that were damaged by Shipping Carrier or to submit payment reimbursement for said damaged patterns.
- If the Shipping Carrier denies the Damage Claim for any reason, Gingerberry Creek is not responsible for reimbursement or replacement of the damaged patterns of any kind.

- Any and All Shipping Carrier Claims need to be initiated within 14 days from date of delivery or projected delivery. If you do not contact us within those 14 days, we will not proceed with any Shipping Carrier Claims.

Gingerberry Creek ships once a day by 12pm (EST), Monday through Friday. We do not ship on Saturday, Sunday, US Holidays or any Scheduled Vacation.

#### **Wholesale Shipping Rates – US Shipping**

25-49 individual patterns = \$25.00

50-99 individual patterns = \$35.00

100-299 individual patterns = \$45.00

300+ individual patterns = To be determined

- ☐ I have read, understand and agree with the **Wholesale Shipping Terms and Conditions Policy** and the **Lost, Stolen or Damaged Shipment Procedure** and the **Wholesale Shipping Rates**: \_\_\_\_\_

#### **Wholesale Return/Refund & Exchange Policy**

Any defective or damaged merchandise by shipping carrier must be claimed by contacting Gingerberry Creek within 5 days from receipt of shipment. Please refer to the above **Lost, Stolen or Damaged Shipment Procedure** in the **Wholesale Shipping Terms and Conditions Policy** section for more detailed information.

**Absolutely, No Returns, Exchanges or Refunds. All Sales are Final.**

- ☐ I have read, understand and agree with the **Wholesale Return/Refund & Exchange Policy**: \_\_\_\_\_

#### **Wholesale Backorders & Discontinued Products Policy**

At this time we do not offer a backorder program. If for some reason a pattern is not available or discontinued, then that pattern will be deleted from your order. If this causes your order to fall below the required minimum order amount your whole order will be held and notification sent.

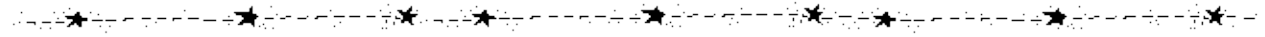
Please visit our website regularly to download our current **Wholesale Order Form** which will feature all of our current and available paper patterns.

- ☐ I have read, understand and agree with the **Wholesale Backorder & Discontinued Products Policy**: \_\_\_\_\_

### **Coupons, Specials & Discounts Policy**

Retail coupons, specials, discounts, and sale prices **cannot** be used towards a Wholesale Order.

☐ I have read, understand and agree with the **Coupons, Specials & Discount Policy**: \_\_\_\_\_



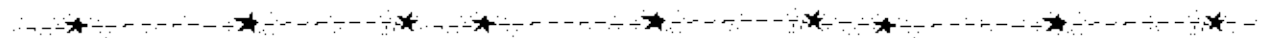
### **Retail Pricing Policy**

Gingerberry Creek advises that all of our Paper Patterns are to be sold at the minimum MSRP price point. Since we also sell our patterns for retail on our website and at trade shows, we require that you do not undercut our minimum MSRP price point.

**MSRP** – Manufacturer’s Suggested Retail Price

**MSRP** for Gingerberry Creek Paper Patterns = minimum of \$9.50 each

☐ I have read, understand and agree with the **Retail Pricing Policy**: \_\_\_\_\_



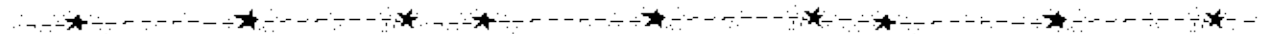
### **Copyright & Pattern Terms of Use Policy**

All Gingerberry Creek patterns are the intellectual property of Gingerberry Creek and it’s owners, and are Copyrighted and All Rights are Reserved and held by Gingerberry Creek.

#### **Pattern Terms of Use:**

- Changing, altering, modifying, or re-sizing of patterns is prohibited.
- Reproduction, of any kind, of any pattern for the purpose of sharing or selling is strictly prohibited.
- Digital sharing or forwarding of this pattern in its entirety or parts to any social media, newsgroup, blog, website, web album, email or any other forum is strictly prohibited and is a serious copyright violation and infringement.
- Reselling of patterns is for Authorized Retailers only.
- Finished patterns maybe used for personal use or for profit and may be sold at Craft Shows, Auctions or Websites, but credit must be given to Gingerberry Creek as the pattern designer.
- Finished patterns may not be massed produced for retail or wholesale purposes without written permission from Gingerberry Creek.
- All finished patterns are for decoration purposes only. They are NOT a toy, and are NOT recommended for children due to possible choking hazard.

☐ I have read, understand and agree with the **Copyright & Pattern Terms of Use Policy**: \_\_\_\_\_



### **E-Pattern/Digital Medium Policy**

An E-Pattern is considered a digital medium or a downloadable copy that is purchased by consumer and then either downloaded or emailed a copy of the pattern which is then printed by consumer as a Hardcopy.

Gingerberry Creek is the **ONLY** authorized distributor of Gingerberry Creek E-patterns or Digital Medium/Content.

Authorized Retailers are **NOT** allowed to offer Gingerberry Creek Patterns as an E-pattern, Digital Download, PDF file, and/or Emailed Copy of the original pattern. Violators will be prosecuted to the full extent of the law.

☐ I have read, understand and agree with the **E-Pattern/Digital Medium Policy**:



### **How to Place Wholesale Order**

- Download and Print the Authorized Retailer Application Form and the Paper Pattern Wholesale Terms and Conditions Form.
- Fill out, Sign and Submit the Authorized Retailer Application Form, a copy of Resale Tax ID and the Paper Pattern Wholesale Terms and Condition Form to Gingerberry Creek.
- Receive approval verification and Authorized Retailer Account # or denial via E-mail.
- If approved, Download and Print the Paper Pattern Wholesale Order Form
- Fill out the Paper Pattern Wholesale Order Form with Minimum Order Requirement
- E-mail, Fax or Phone in your Wholesale Order

☐ I have read, understand and agree with the **How to Place Wholesale Order** section:



### **Contract Violation Policy**

Any violation of the Gingerberry Creek Paper Pattern Terms of Use and the Gingerberry Creek Paper Pattern Wholesale Terms & Conditions may result in your Authorized Retailer Account being terminated. A Contract Violation, also known as 'Breach of Contract' may be resolved by mediation, arbitration, negotiation or litigation at Gingerberry Creek's discretion in the state of Virginia. All attorney and court fees are the responsibility of the Authorized Retailer Applicant or its respective representative. Gingerberry Creek reserves the right to update or change the Paper Pattern Wholesale Terms & Conditions at any time for any reason without prior notification.

☐ I have read, understand and agree with the **Contract Violation Policy** section:



By submitting this application, I, the undersigned, certify that all information on this application is accurate and true to the best of my knowledge, and that I have the authority to represent the applicant and hereby warrant that I am 18 years of age or older and have the legal authority to enter into these Terms & Conditions. In addition, I, the undersigned, acknowledge and understand that the wholesale agreement is strictly offered to Authorized Retailers intended to resell Gingerberry Creek Paper Patterns. I further agree that I have read the Gingerberry Creek Paper Pattern Wholesale Terms and Conditions Form and have provided initials on each section to acknowledge that I understand and accept all Policies, Terms and Conditions set forth in this document and that Gingerberry Creek reserves the right to reject or terminate this application at any time for any reason.

## Signature

<b>Signature</b>	
<b>Printed Name</b>	
<b>Date</b>	

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Please feel free to contact us any time you have questions, comments or concerns.  
 Thank you! We look forward to having you as an Authorized Retailer of Gingerberry Creek Paper Patterns!

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### Business Operating Hours

- Monday through Friday : 10 am – 5 pm
  - Saturday & Sunday : Closed
  - All US Holidays : Closed
  - Scheduled Vacation : Closed
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Gingerberry Creek  
 2220 Medical Center Rd, Danville, VA 24541  
 Phone: 704-937-1467  
 Email: gingerberrycreek@gmail.com  
 Website: gingerberrycreek.com

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Office Use Only		
Authorized Retailer #  _____	Authorized By:  _____	Date Accepted:  _____