



BRAND GUIDELINES 7/2017



Welcome to Regina Andrew Design Inc.

The Brand Guidelines document includes:

- Terms & Conditions
- Customer Pricing Policy
- Marketing Guidelines
- Unilateral Minimum Advertised Price (UMAP) Policy
- E-Commerce Policy
- Return Merchandise Authorization (RMA) Policy
- Natural Materials Disclaimer

Thank you for your time and consideration.

We look forward to working with you.

TERMS CONDITIONS

Minimum Order: There is no minimum order for active customers of Regina Andrew Design Inc.

Payment Terms: Credit card is required for first order.

Net 30: With approved credit from our credit department. Must have a signed credit application, sales tax permit, and new customer information form (if new customer).

Pre-Payment: We accept “cash in advance” orders. No partial payment or COD.

Credit Cards: We accept the following credit cards: Visa, MasterCard, Discover and American Express. Charges are applied on the day of shipment. Please use our credit card authorization form.

International Orders: All International orders must have a 50% deposit.

Shipping: Orders with in-stock goods will be shipped on 1st come 1st serve basis within 10 business days, with approved payment.

Any orders that instruct to be held for over sixty days will require a 50% deposit to hold and allocate inventory.

All backorders will ship automatically as product becomes available. We reserve the right to ship items in stock and not hold items for completion. Backorders will remain open for six months after original shipment date. Any cancellations of backordered goods must be received in writing and confirmed by Regina Andrew Design. Without such acknowledgement, customer assumes all responsibility.

Customer Service: To assist you as efficiently as possible, we provide answers to the most frequently asked customer service questions, including order status and technical support. If you require the assistance of one of our customer service professionals, please call: Monday o Friday 9 a.m. to 5 p.m. Eastern Time Zone. If we are not available at the time of your call, please leave a detailed message. We'll get back to you promptly. Calls received after hours will be returned the next business day. Customer service: phone (734) 250-8042 / fax (734) 250-8085 Email: customercare@reginaandrew.com

Damages: Inspect orders upon arrival for damage. Claims must be filed with our quality department within 5 Business days of your original invoice date. Images of damaged merchandise maybe requested in lieu of damaged merchandise being returned.

Cancellation/Returns: All cancellations or changes to orders must be sent via fax or email. All authorized returns for reasons other than damage or defect are subject to a 25% restocking fee, plus all applicable shipping charges. All returned products must be 100% complete in original packaging. If return guidelines are not followed, credit will not be issued.

TERMS CONDITIONS (continued)

Disclaimer: All illustrations and specifications in this catalog and web site are based on the latest product information available at the time of printing. Regina Andrew Design Inc. reserves the right to discontinue or closeout items without advance notice. Prices are subject to change we do not make price adjustments for previous purchases. Descriptive, typographic, or photographic errors are subject to correction. Content images of Regina Andrew are fully protected by copyright and are not to be reproduced in any manner without written permission. Various designs shown in this catalog are protected under one or more of the U.S. Patent, Trademark and Copyright laws.

Governing Law: Any dispute or default arising from this Agreement shall be governed by the internal law of the State of Michigan and each part agrees to submit to the jurisdiction and venue of the Courts of Wayne County, Michigan.

CUSTOMER PRICING POLICY


Wholesale Pricing: There is no minimum order for wholesale pricing.

Dealer Pricing: Dealer customers must have minimum opening order \$5,000. Existing Dealer customers must maintain a yearly balance of \$5,000 at the end of the calendar year to maintain Dealer status.

Any existing customers unable to reach the Dealer yearly balance by end of calendar year will remain active under wholesale pricing.

Dealer Pricing is 20% off regular wholesale price.

Active Customer: Active customers are customers who have made a purchase within the last two calendar years.

Freight Policy: Unless previously notified with a Truck  , Freight will be shipped via Best Way and subject to 15%-20% of total value depending on the destination shipping zone.

Ground services shipped either UPS or FedEx are estimates and subject to real time published rates.

3rd Party shipping is also available, if customer wishes to use their own rates.

Expedited Shipping is available upon request.

LOYALTY LEVELS

At RAD, we value our customer relationships and have created the following Loyalty Levels to demonstrate our commitment and thanks to long-standing partnerships.

Platinum Status:

- Customer minimum yearly balance of 150K.
- 10% rebate on yearly sales to be applied to next years purchases.

Gold Status:

- Customer minimum yearly balance of 100K.
- 7% rebate on yearly sales to be applied to next years purchases.

Silver Status:

- Customer minimum yearly balance of 50K.
- 5% rebate on yearly sales to be applied to next years purchases.

Loyalty levels will reset at the beginning of each calendar year.

MARKETING POLICY

We have an extensive, professional image library of all RAD products. Products are photographed on a white seamless, paper background and are archived for e-commerce and catalog usage.

We request that you adhere the following guidelines:

- Only images and logos provided by the RAD Marketing Team can be used in web site editorials, public content, displays, email campaigns or advertisements.
- To request usage of our images and logos, please fill out a “Digital Media Request” form. All requests must have written permission from a RAD Marketing Team Member. Please allow 7 business days to receive the digital files.
- To request a “Digital Media Request” form email: marketing@reginaandrew.com
- In order, to protect the Regina Andrew Brand, we ask to be a part of the promotional concept process. We can help with image suggestions, design and copy writing needs.
- Unauthorized usage of RAD images and logos is strictly prohibited.
- The following logos are available for use with written permission from the RAD Marketing Team.

REGINA ANDREW DESIGN®

RETAILER UNILATERAL MINIMUM ADVERTISED PRICE (UMAP) POLICY

Policy is effective January 1st, 2016, in the terms of trade with respect to the Unilateral Minimum Advertised Price of Regina Andrew Design Inc. (RAD) products. This is a unilateral policy and these terms are effective immediately. The UMAP policy applies to all advertisements of RAD products (whether identified as a RAD product or not) in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Online (including presentation on 3rd party sites) or similar electronic media, television, radio and public signage.

The prices contained in the UMAP list are suggested minimum advertised prices. We do not seek an agreement regarding the prices you sell to your customers for RAD products. RAD retailers, and other RAD resellers, are encouraged to sell at Manufactured Suggested Retail Price (MSRP) but are free to sell RAD products at any price they deem to be appropriate to consumers so as not to violate this UMAP policy. Any RAD product offered for sale must be accompanied by an advertised price, which cannot be below the UMAP. Retailers may not omit the price and substitute such terms as 'Call for special pricing,' "Email us for special pricing", or use any other language like "Low Price Guarantee" or "Price Match" that implies that a lower price is available or is designed to obscure the actual advertised price. Any strikethrough or other alteration of the UMAP is prohibited. Any RAD product cannot be advertised below the respective UMAP even when included in a package with other non RAD products.

Advertised price means the price at which RAD products are advertised, whether Online or in print or any other medium, after any discounts, rebates or other reductions in price are applied, including but not limited to:

- Rebates, volume incentives or any other discounting
- Gifts, premiums or services associated with the purchase of any RAD products
- Payment of sales or other taxes for the customer
- Discounts on non RAD products (including accessories) which are bundled in any way with RAD products
- Site-wide discounts. Note: If a retailer is offering a site-wide discount, the advertisement must clearly state that RAD products are excluded from the discount offer.
- Coupon codes available via email, Facebook Twitter, Snap Chat, etc.
- "Click-Through" pricing Online, where a price appears once the item has been added to a shopping cart. Shipping cost. Whether free or discounted shipping is offered or not, freight charges must be handled in one of the following two ways:

1) Advertisement must state that RAD products are excluded from the offer of "Free Shipping"

2) A freight charge must be added at checkout. In every case the combination price (UMAP + shipping) must appear with each RAD product image(s)

UMAP POLICY (continued)

- The minimum suggested advertised prices are not negotiable. Implementation of RAD's UMAP policy is solely RAD's decision and responsibility. No employee of RAD has authority to discuss or modify this policy. In addition, RAD neither solicits nor will it accept any assurance of noncompliance with this policy.

Please be advised that RAD will terminate, without warning, retailers that: Advertise (as defined above) a RAD product below the Unilateral Minimum Advertised Price (UMAP) set forth in the Price list enclosed with this letter, or Resell a RAD product to any reseller who advertises any RAD product below the published UMAP.

Any questions about this policy should be in writing and directed to:

James P Bonomo, Chief Operating Officer
13725 Pennsylvania Road, Riverview, Michigan 48192

The terms set out in this letter and RAD UMAP policy are subject to change, from time to time, upon notice to all RAD Retailers. Notice of any changes may be given by fax, email or other electronic means.

E-COMMERCE POLICY

In an effort, to limit RAD's exposure online, we have mandated the following criteria for any customer wishing to partner with us through e-commerce.

The following are our ecommerce partnership policies:

Customer must transmit orders through EDI.

- a. We can assist with the SPS Commerce integration.

Customer must be a Loyalty Partner.

- b. Minimum yearly purchases of \$50K.

ECommerce merchants must be preapproved by Regina Andrew Design, Inc.

- Drop ship administrative fee of 17.50 is applied to all drop ship orders.
- Orders with in stock goods will be shipped on first come first serve basis within 10 business days, All backorders will ship automatically as product becomes available.
- RAD standard shipping rates apply. RAD reserves the right to change these rates without prior notification.
- Merchant may choose to utilize their preferred parcel carrier by notifying RAD of the carrier and Merchant account number, payment of carrier charges will be Merchant responsibility.
- RAD utilizes Standard Ground Residential Parcel Services additional parcel services may be requested by Drop Ship Merchant and will incur additional charges added to the order. 4 Items too large for standard parcel shipping require approval by RAD prior to submitting the order. 4 E-Commerce Merchants are responsible for arranging the carrier, freight pick up, and all associated freight shipping charges directly with the carrier.
- All freight must be picked up within 5 business days of notification from RAD that the order is ready for pick up.
- Failure to pick up within 5 business days will result in the order being returned to stock and credit issued less 25% restocking fee.

E-COMMERCE POLICY (continued)

Returns: All returns must be requested within 5 business days. A Return Authorization number is required. Returns must be in the original packaging and in their original condition. Items returned will incur a 25% restocking fee per item in addition to all shipping costs incurred. Returns that are not approved in advance, not in the original packaging and not in original condition will not be refunded. Returns due to incorrect address provided will result in credit less administrative fee, 25% restocking fee, and all shipping and handling charges for outgoing and return shipment.

Remorse: RAD does not accept returns due to customer remorse or aesthetic dissatisfaction. Customer remorse returns are the responsibility of the Drop Ship Merchant. Many of our products are skillfully hand crafted with variations in color, size and finish making these irregularities an important part of the elegance and beauty of our product.

RETURN MERCHANDISE AUTHORIZATION (RMA) POLICY

Refused Orders: Merchant is responsible for all freight charges and return charges on any refused orders. Freight charges will not be refunded on refused orders. Refused product will be credited less 25% restocking fee.

Damage Claims: Many of our products are skillfully hand crafted with variations in color, size, and finish making these irregularities an important part of the elegance and beauty of our product. We realize defects and damages may occur and we apologize for any inconvenience this may cause.

When filing a claim please ensure:

- Claims must be reported within 5 business days of receiving your shipment.
- Resolutions will be determined with a reimbursement of the product cost or a replacement item based on availability.
- Claims, for damage or defect which are received within 5 business days, must be accompanied with a photo of the issue and the damage claim form.
- Photos are required of any noticeable damage of the inner/outer packaging cartons in addition to the product to file a claim.

Please include all supporting documentation, claim form, and photos of the damages, email your claim to icare@reginaandrew.com.

Please allow up to 5 business days for this claim to be processed in our office. If previously acknowledged, please do not resend this form. Direct all inquiries regarding the claim to icare@reginaandrew.com. All returns are inspected. Returns determined to have no damage or defect will incur a 25% restocking fee and shipping costs are not reimbursed.

Returns: All returns must be requested in advance. RAD will provide an RA# for all returns. Returns must be in the original packaging and in their original condition. All authorized returns will incur a 25% restocking fee per item. Customer is responsible for all return shipping costs. Returns that are not approved in advance, not in the original packaging and not in original condition will not be refunded.

Initial shipping charges are nonrefundable. Your product refund will be processed at the time of receipt of the return. We require that product be returned to us within 30 days of a return shipment call tag being issued.

In the event, that there are errors to the prices, the descriptions or images of certain merchandise, we reserve the right to restrict the return of those items.

RAD makes every effort to credit your account within 5 business days from receipt of your return. To receive a check for the amount of refund owed, you must contact our Accounting Department directed via email to customercare@reginaandrew.com.

Please be sure to include your RA# with any return.

NATURAL MATERIALS DISCLAIMER

Regina Andrew Design creates exceptional natural material products containing leather, zinc, wood, natural stones and semiprecious stones. The natural materials have variations in color, texture, size and finish. They are hand crafted and intended to be one of a kind or vintage inspired designs. Irregularities are the welcomed result of using age-old techniques and native materials. These characteristics add depth, beauty and texture and are not considered defects.

Leather: is a natural animal material and can be different from hide to hide. Changes in leather color, texture, and signs of normal wear are normal. We handle our product with the utmost care. Depending on the product design specifications, we purposely distress the hide resulting in small dents, dings, scratches, etc. Color consistency and finish irregularities should not be considered a product defect.

Zinc: is inherent to a handcrafted patina or “living finish”. We apply natural reactive acids and oils to create old world charm to our product designs. Over time, zinc tends to change color from bright or natural to dull and finally grey/blacks. Exposure to fingerprint oils, certain foods and beverages can react to the finish. usually enhancing the vintage look and feel. The zinc surfaces have intentional irregularities, variations in color, and patina is the purposeful result and should not be considered a product defect.

Wood Finishes: may have variations in wood color, grain and texture. We use various complex hand applied stains and finishes. Because of the natural wood selection and hand applied finishes, we cannot guarantee each wood product will be consistent or match other wood products. Some wood finishes are purposely distressed, marked and beaten to complement the design intent. The variations in color, texture and shading should not be considered a product defect.

Natural and Semi-Precious Stones: are products of nature. Variations in color, pattern, texture, size and veining are embraced and expected. No two natural stones are alike, each is unique and beautiful. These differences should not be considered a product defect.

REGINA ANDREW DESIGN®

CUSTOMER AGREEMENT

Regina Andrew Design Inc. (RAD) incorporated in the state of Michigan located at 13725 Pennsylvania Road, Riverview Michigan 48193. RAD is in the business of providing goods and services of home lighting, furniture, accessories and home décor and by doing so, owns the following trademarks Regina Andrew, Live from Detroit, as well as, copyrights to their complete catalog of unique home and fashion designs.

It is understood that by becoming a customer of RAD, this does not allow the use of trademark names, copyrights, logos and images for any web sites, domain names, 3rd party retailers, catalogs, advertisements or publications. Any exception to this rule must be made and approved with written permission by RAD.

The enclosed brand guidelines are to be used when doing business with RAD. It includes confidential information and is prohibited to be shared with any competitor or outside sales agent not representing RAD. In addition, RAD has the right to refuse doing business with any customer in violation of these Brand Guidelines.

The Brand Guidelines document includes:

Introduction Page
Terms Conditions
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Customer Agreement

Please sign and return this page to Regina Andrew Design Inc.
Email: customer.service@reginaandrew.com or Fax (734) 250-8085.
No transactions will be executed until this page is signed and delivered back to Regina Andrew Design Inc. headquarters at 13725 Pennsylvania Road Riverview MI 48193.

I have read the RAD Branding Guidelines and comply with its Terms and Conditions.

SIGNATURE

COMPANY

PRINTED NAME

DATE