

REGINA ANDREW

DETROIT

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# BRAND GUIDELINES

WELCOME TO REGINA ANDREW

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The Brand Guidelines document includes:

- 1• Terms & Conditions
- 2• Customer Pricing Policy
- 3• Marketing Guidelines
- 4• White Label & Licensing Policy
- 5• Unilateral Minimum Advertised Price (UMAP) Policy
- 6• E-Commerce Policy
- 7• Return Merchandise Authorization (RMA) Policy
- 8• Natural Materials Disclaimer
- 9• Customer Agreement

Thank you for your time and consideration.

We look forward to working with you.

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## TERMS & CONDITIONS

MINIMUM ORDER	There is no minimum order for active customers of Regina Andrew Design, Inc.
PAYMENT TERMS	Credit card is required on a first order. All new accounts must submit a signed brand guidelines, sales tax permit and new customer information form.
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" Proforma 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.
SHIPPING	Orders with in-stock goods will be shipped on first-come, first-serve basis within 10 business days, with approved payment. All back orders will ship automatically as product becomes available. We reserve the right to ship items in stock and not hold items for completion. Back orders will remain open for six months after original shipment date. Any cancellations of back ordered goods must be received in writing and confirmed by Regina Andrew. Without such acknowledgment, customer assumes all responsibility.
CUSTOMER CARE	To assist you as efficiently as possible, we provide answers to the most frequently asked customer care questions, including order status and technical support. If you require the assistance of one of our customer care professionals, please call: Monday – 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 on the next business day. Customer Care: Tel. [734] 250-8042 // Fax: [734] 250-8085 // Email: <a href="mailto:customercare@reginaandrew.com">customercare@reginaandrew.com</a>
DAMAGES	Inspect orders upon arrival for damage. Claims must be filed with our quality department within 30 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.
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	Images shown on the website, within the catalogs or other media represent the product design only and should not be used as a color reference. 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.

**Regina Andrew reserves the right to change or modify any of the terms and conditions, policies, or guidelines contained herein, at any time and in our sole discretion.**



13725 Pennsylvania Rd, Riverview, MI 48193 // Tel. [734] 250-8042 // Email: [customercare@reginaandrew.com](mailto:customercare@reginaandrew.com) // [reginaandrew.com](http://reginaandrew.com)

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## CUSTOMER PRICING POLICY

- WHOLESALE PRICING** There is no minimum order for wholesale pricing.
- DEALER PRICING** Dealer customers must have minimum opening order \$3,500. Existing Dealer customers must maintain a yearly balance of \$3,500 at the end of the calendar year to maintain Dealer status. Must have a signed credit application, sales tax permit, and new customer information form (if new customer).
- 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 icon , Freight will be shipped via Best Way and subject to 15%-20% of total value depending on the destination shipping zone. The minimum charge for freight shipments will be \$100.
- 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. Shipments with extended time frames for special orders will be shown with the following Calendar icon .

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## 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 TO THE FOLLOWING GUIDELINES:

- Only images and logos provided by the RAD Marketing Team can be used in website 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](mailto: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:

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## WHITE LABEL & PARTNERSHIP LICENSING POLICY

Any white labeling of Regina Andrew products **must be pre-approved** by the Regina Andrew team. Please contact [customercare@reginaandrew.com](mailto:customercare@reginaandrew.com) for further information. COASTAL LIVING and SOUTHERN LIVING are licensing partners with Regina Andrew. Due to our contractual agreements, the products that are currently a part of the COASTAL LIVING or SOUTHERN LIVING lighting collections, must be branded as such.

### WE REQUEST THAT YOU ADHERE TO THE FOLLOWING LICENSING GUIDELINES:

- Only images and logos provided by the RAD Marketing Team can be used in website editorials, public content, displays, email campaigns or advertisements.
- To request usage of our images and logos, please fill out a “Digital Media Request” form from our customer care team: [customercare@reginaandrew.com](mailto:customercare@reginaandrew.com). All requests must have written permission from a RAD Marketing Team Member. Please allow 7 business days to receive the digital files.
- 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 COASTAL LIVING images and/or logos, or SOUTHERN LIVING images and/or logos is strictly prohibited.
- The following logos are available for use with written permission from the RAD Marketing Team:

COASTAL  
LIVING  
LIGHTING COLLECTION

COASTAL  
LIVING  
LIGHTING COLLECTION

COASTAL  
LIVING  
OUTDOOR LIGHTING  
COLLECTION

Southern Living®  
LIGHTING COLLECTION

Southern Living®  
LIGHTING COLLECTION

**Regina Andrew reserves the right to alter or otherwise make updates to the Brand Guidelines, at any time and in our sole discretion.**

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## 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.

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 strike through 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 anyway with RAD products
- Sales and site-wide discounts must be approved by Regina Andrew.
- 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.
- 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 non-compliance 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 48193

*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.*

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## 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 E-COMMERCE PARTNERSHIP POLICIES:

- **E-Commerce 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 back orders 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. Items too large for standard parcel shipping require approval by RAD prior to submitting the order. 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.
- Any company planning to drop ship to their customer outside of the United States will be responsible to provide their shipping carrier account information. The customer will also be responsible for all custom and duty fees involved. These orders will require a Commercial Invoice. Unless told otherwise, Regina Andrew will supply a Commercial Invoice with your purchase price.

### MARKETPLACES & THIRD PARTY SALES

**In order to maintain the integrity of the Regina Andrew brand and product – explicit approval must be given by Regina Andrew in order to sell and/or promote Regina Andrew product on marketplaces and third party websites.**

### ADDITIONAL E-COMMERCE SERVICES

**RAD partners with SPS Commerce for EDI services and will assist with integration set up.**

### RETURNS

All returns must be requested within 30 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.

### REMOSE

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.

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## 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 30 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 30 days, must be accompanied with a photo of the issue.
- Photos are required of any noticeable damage of the inner/outer packaging cartons in addition to the product to file a claim.
- Email claim to [customercare@reginaandrew.com](mailto:customercare@reginaandrew.com). Attach all supporting documents and required photos. The subject should reference the RAD order number and RAD item number. Email body must include a description of the issue.
- Please allow up to 5 business days for this claim to be processed in our office. All returns are inspected. Returns determined to have no damage or defect will incur a 25% restocking fee and shipping costs are not reimbursed.
- Once the claim is received a response email will be sent with an assigned Case Number. For inquiries regarding the claim please respond to this email directly.

### RETURNS

All returns must be requested in advance. RAD will provide an RMA number 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. Product must be returned within 30 days of the date the RMA number is 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](mailto:customercare@reginaandrew.com).

**Please be sure to include your RMA number with any return.**



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## NATURAL MATERIALS DISCLAIMER

### 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.

### RECYCLED GLASS

Can have variation in texture and color but is committed to protecting the Earth and our environment. In keeping with that, we offer recycled glass products that are both Eco-friendly and affordable.

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## 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 decor 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:

- Index Page
- Terms Conditions
- Customer Pricing Policy
- Marketing Guidelines
- Unilateral Minimum Advertised Price (UMAP) Policy
- E-Commerce Policy
- Return Merchandise Authorization (RMA) Policy
- Customer Agreement

Please sign and return this page to Regina Andrew Design Inc.

Email: [customercare@reginaandrew.com](mailto:customercare@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.

***By signing below, I acknowledge that I have read the Regina Andrew, Inc. Brand Guidelines and agree to fully comply with its Terms and Conditions.***

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Signature

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Company

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Printed Name

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Date