

# ALLURE BRIDALS

## MADISON JAMES

American Clothing Express, Inc. – 3190 New Brunswick Road – Bartlett, TN 38133

### Terms & Policies

**TERMS** – By placing purchase orders with American Clothing Express, Inc. (“ACE”), you (“the Customer”) agree to be bound by all ACE terms, conditions and policies, as amended from time to time. We reserve the right to place all new accounts on a COD status until they have been approved by ACE for credit. Payment by Visa, MasterCard, Discover, or American Express is available. A 2% service charge will be assessed for all credit card payments used on open term invoices. The service charge does not apply to invoices that are charged when the order ships. Once credit has been approved for open terms by ACE, the payment terms are Net 30 days. ~~ACE also offer open credit terms of 8% 10 EOM for prom orders only. The discount is only allowed on the subtotal for prom dresses and if paid by due date.~~ No modifications to this agreement may be made without the written approval of the CEO of ACE.



**DELINQUENT ACCOUNTS** – Interest shall begin to accrue on unpaid balances on accounts thirty days from the date of billing at the rate of 1.5% monthly. Special orders will be shipped with a COD add-on for all delinquent balances. Special orders will be held for accounts that have balances exceeding 30 days past due. ACE reserves the right to not honor cancellation dates on stock orders for any delinquent account. In the event ACE turns an account over for collection, the Customer agrees to be responsible for all costs of collection, including attorney fees, court costs and all costs of litigation. The Customer agrees that venue for any and all litigation that may arise between ACE and the Customer shall be Shelby County, Tennessee, that Tennessee law shall apply, and ACE shall be entitled to its attorney fees and all costs of litigation. If a Customer is delinquent and the Consumer has placed an order which will not be shipped due to the Customer’s delinquency, ACE at its sole and absolute discretion, may take steps to fulfill the Customer’s order including, but not limited to, shipping the order directly to the Consumer, collecting any remaining sum due directly from the Consumer, communicating directly with the Consumer, and any and all other steps to preserve the good will of ACE and the confidence of the Consumers.

**STOCK ORDERS & BUYING REQUIREMENTS** – As a condition precedent to placing purchase orders, all Customers must meet minimum stock purchase requirements, as determined in the sole and absolute discretion of ACE, for each season, in order to properly stock, promote and

sell ACE products. In the event the Customer fails to do so, ACE shall be allowed to solicit new accounts in your area. In the event the new account is given an exclusive territory, the Customer will then lose the right to place special orders on the entire line. If a stock order acceptable to ACE is not placed by the Customer for two consecutive seasons, the Customer will then lose all rights to place special orders on that division until an acceptable stock order is placed. ACE has the sole and absolute right to refuse any order due to prior exclusive agreements, whether written or oral, with other stores in any geographical region. ACE reserves the sole and absolute right to either accept or reject any order at any time.

**RE-ORDERS** – Please allow 12 to 20 weeks for delivery. ACE will stock many of the better selling styles and ACE encourages the Customer to call for availability, but cannot guarantee delivery earlier than 12 to 16 weeks. Special orders will be shipped ~~on an as-ready basis~~ up to 30 days before the ship date given. Future shipment requests will not be accepted.

**RETURNS** – Upon delivery, the Customer is responsible for the inspection of all gowns for manufacturer defects. Any problems must be reported in writing within 10 days of receipt of the gown in order to be entitled to a return. Returns will not be accepted without written notice stating the reason for return. Returns are subject to a \$30.00 restocking fee.

**CANCELLATIONS** – All orders must be cancelled or changed within 24 hours of having placed the order. Otherwise, all orders are final.

**SHIPPING** – All orders will be shipped via FedEx. All orders will be shipped ground unless otherwise specified on your order. Insurance, shipping and handling are the Customer's full responsibility. If the Customer requests for an order to be drop shipped, the Customer accepts full responsibility for the order after it is shipped and delivered to the address. ACE will not reimburse the cost of an order if the end consumer claims they did not receive the package but the package shows delivered by FedEx. The Customer does have an option to request Signature Required for all drop shipped orders but it must be requested when each order is placed. Trans-shipping, re-directing of ACE products to any other location (including a freight forwarder), or shipping outside of the retailer's own country is prohibited, and in the sole and absolute discretion of ACE, may result in the cancellation of all pending orders and future orders with the Customer. If the Customer visits a store, purchases the product in the store and has it shipped outside the country, then this policy does not apply. ACE reserves the right to cancel pending orders or recall shipped or delivered merchandise if ACE determines, in its sole and absolute discretion, that to complete the transaction would violate any law, regulation, policy or agreement.

**REFUSALS** – If the Customer refuses a parcel shipped by ACE without reasonable justification, a \$30.00 per month handling charge every 30 days the parcel remains in our warehouse, plus shipping charges, will be added to the next shipment. Future orders will not be processed until

said charges are paid. After 3 refusals within a year, we reserve the right to close the account with a Customer.

**USE OF TRADE NAMES & IMAGES** – No Vendor shall use any of ACE’s trademarks, including but not limited to, Allure Bridals, Allure Romance, Allure Couture, Madison James, Night Moves, Wilderly, Abella, American Clothing Express, Inc., images on websites, publications, or catalogs, without ACE’s prior written approval for any form of advertisement or publication. The authorized use of trademarks, images on websites, publications and catalogues is expressly limited to the time the Customer is an active, approved account. Any unauthorized use shall result in immediate cancellation of the Customer’s account, and, in ACE’s sole and absolute discretion, it shall have the right not to ship any outstanding or future orders to the Customer. The Customer agrees not to copy, aid or assist anyone in copying any aspect or components of ACE products or intellectual property.

**SUGGESTED RETAIL PRICES** – At least twice a year, ACE will provide a price list to its Customers, which will contain the Manufacturer’s Suggested Retail Price (“MSRP”) for particular products. In the event the Customer attempts to sell a product for less than the MSRP, except under the following conditions, ACE will immediately cease all future sales to the Customer. The Customer may sell below the MSRP on discontinued styles, shopworn products, or the Customer’s special promotional programs with prior written approval by ACE.

**INTERNET PRICING** – Internet pricing is prohibited for all divisions except Madison James Special Occasion/Prom and Allure Bridesmaids. For any bridal division, we only allow pricing for discontinued styles.

**LOCATION** – The Customer is authorized to do business out of the location identified below, and that location only, unless a different or additional location is authorized by ACE in its sole and absolute discretion. An unauthorized change of or addition to the Customer’s location shall result in an immediate termination of this Agreement, unless ACE, in its sole and absolute discretion, elects to extend the duration of this Agreement for a period of time of ACE’s choosing.

**CHANGE OF OWNERSHIP** – Any change of control or change of fifty-one percent (51%) or more of the ownership of the Customer, in any form or by any means, whether voluntary or involuntary, unless subject to the prior written consent of ACE, shall result in the immediate termination of this Agreement unless ACE, in its sole and absolute discretion, elects to extend the duration of this Agreement for a period of time of ACE’s choosing.

**TERM OF THIS AGREEMENT** – This Agreement shall have a term of one (1) year from the date first executed, and shall automatically renew each year unless the parties agree otherwise.

**TERMINATION** – ACE may terminate this Agreement upon thirty (30) days’ written notice to the

Customer upon the occurrence of any of the following: (a) failure of the Customer to comply with the terms, conditions and policies of this Agreement; (b) impairment of the reputation or financial condition of the Customer or any of the Customer's ownership interests subsequent to the execution of this Agreement; (c) providing ACE with false or misleading reports, orders or other material information. Upon the occurrence of any of these events, or substantially similar events or conditions, ACE, in its sole and absolute discretion, may terminate processing and shipment of any outstanding or new orders.

As evidenced by my signature below, I acknowledge that I have individual and/or corporate authority to enter into this contract and any violation of this agreement could result in the Customer account being closed.

Customer/Store Name: \_\_\_\_\_

Customer/Store Location: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_