

Storytime Toys Terms and Conditions

The following Terms and Conditions of Sale (“Terms”) becomes the complete agreement between and exclusively governs the sale of products (“Products”) by Storytime Toys Inc. (“Storytime Toys”) to you (“Buyer”).

Pricing – The wholesale prices to be paid by Buyer for the Products shall be those prices stated in the Storytime Toys’ price list in effect at the time of the order acceptance. All prices are stated in U.S. Dollars. Applicable shipping and taxes are not included in the price of the Product and will be invoiced separately.

Invoicing and Payments - Buyer shall pay all invoices per the payment terms are stated on the invoice. All payments shall be made in U.S. dollars.

Delivery and Shipment - Orders will ship from the warehouse closest to the shipping address of the Buyer. The Buyer shall pay all transportation and insurance charges. Buyer may specify a carrier. In the absence of specific instructions by Buyer, the carrier will be selected by Storytime Toys. Storytime Toys will use commercially reasonable efforts to meet the delivery dates provided by Storytime Toys to Buyer. However, such delivery dates are non-binding estimates only and Buyer shall have no claim against Storytime Toys for any delays that may occur despite Storytime Toys’ application of its commercially reasonable efforts.

Order Cancellations - Buyer may cancel, or delay on a one-time basis, the order for any standard Product by providing Storytime Toys written notice to no later than thirty (30) days prior to the scheduled Delivery Date.

Minimum Advertised Pricing (MAP) Policy – Storytime Toys will not support or sell to retailers that repeatedly advertise its Products at more than 10% below the suggested retail prices noted in the price list. This applies only to the advertised price, and does not apply to the price at which the Products are actually sold or offered for sale to customers within the Buyer’s location or over the telephone. The MAP Pricing policy does apply to Products sold online.

Intellectual Property - Storytime Toys shall retain all right, title and ownership of all intellectual property rights associated with the Product. Buyer agrees that it will not remove, obscure, or alter Storytime Toys’ copyright, trademarks, patent numbers, and other proprietary notices and marks included with the Product.

Limited Warranty - Storytime Toys warrants to Buyer that each Product will be free from defects in materials and workmanship and each Product will substantially conform with Storytime Toys’ published specifications for such Product in all material respects for a period of 90-days after shipment

(the "Warranty Period"). This limited warranty does not cover the results of theft, accident, normal wear and tear, abuse, neglect, vandalism, acts of God, use contrary to specifications or instructions, or repair or modification by anyone other than Storytime Toys. The warranty is void if the Product is repaired or modified by anyone other than Storytime Toys.

If a Product does not conform to the foregoing warranties, Buyer may return the defective Product (in the same packaging conditions in which it was delivered) directly to Storytime Toys during the Warranty Period, provided Buyer first notifies Storytime Toys in writing of the defect and requests a return material authorization ("RMA") number.

Within five (5) days after its receipt of the RMA number, Buyer may ship to Storytime Toys, and shall include a notation of the RMA number, sufficient information to identify the original purchase order, and a brief statement explaining the defect. Any Product returned to Storytime Toys without an authorized RMA number may be returned to Buyer, freight collect. Upon receipt of a Product, Storytime Toys, at its option and as Buyer's sole and exclusive remedy for breach of such warranty, will repair or replace the Product and ship the repaired or replaced Product to Buyer at Storytime Toys' expense and risk, or refund the purchase price for such Product. The right to return Products is extended only to Buyer, and Storytime Toys will not accept returns directly from Buyer's customers or users of Buyers' products.