

Terms and Conditions  
for  
Wholesale Trade

Trade Access

A wholesale relationship is only established after prior written approval by application. Wholesale prices are only valid and available to established and approved applicants.

Pricing

Current wholesale prices are the current established prices on your online portal. Prices are subject to change at any time without notice.

Current retail prices are the current established prices on the public website. Prices are subject to change at any time without notice.

B.Maraffi Art and Home Internet Minimum Advertised Price (IMAP) Policy

Wholesale accounts must have prior approval before adding any B.Maraffi Art and Home products to their own e-commerce website. All e-commerce websites must match the current retail pricing established at the time of purchase.

All general policies including Terms of Service, Privacy, Refunds, and Shipping are available at [bmaraffi.com](http://bmaraffi.com), Please refer to these policies to understand the full scope of polices at our company.

Intellectual Property

Unless otherwise indicated, all B.Maraffi Art and Home materials, including, without limitation, the B.Maraffi Art and Home logo, all designs, text, graphics, other files, and the selection and arrangement of, also termed the "look and feel," are the proprietary trademarked and copyrighted property of B.Maraffi Art and Home. Any use of materials on our website, including any commercial use, reproduction for purposes other than described above, modification, distribution, republication, display or performance, without the prior written permission of B.Maraffi Art and Home, is strictly prohibited. Any approved reproduction of B.Maraffi Art and Home requires B.Maraffi Art and Home copyright notice in the form of "copyright 20XX B.Maraffi Art and Home. All rights reserved." If displaying the brand, you must display it, "B.Maraffi Art and Home TM". This should be displayed on all relevant page(s).

Jurisdiction

The terms of this agreement will be governed by the laws of the State of North Carolina. Each person who registers on this website consents irrevocably to personal jurisdiction in such courts with the respect to any matters and waives any defense of forum non conveniens. Furthermore, each person who registers on this website is deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this agreement, our website or any services provided by B.Maraffi Art and Home.

Assignment

The rights and obligations created for you under this agreement may not be assigned to any other party.

**Force Majeure**

B.Maraffi Art and Home and any of its employees shall not be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of B.Maraffi Art and Home.

**Severance**

In the event that one or more of the provisions of this agreement shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this agreement, and this agreement shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

**Complete Understanding**

These Terms and Conditions supersede any prior communication, representations, or agreements between you and B.Maraffi Art and Home and constitute the complete and final agreement related to the use of our website or any services provided by B.Maraffi Art and Home.

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Signature

Date