

DUKE OF LONDON WHOLESALE TERMS AND CONDITIONS

Australia and New Zealand Brief Overview

1. Minimum order of \$AUD 1000.00 (Excluding Shipping)
2. 20% Payment required upfront upon ordering.
3. Remaining amount will be paid weekly or fortnightly via EZIDEBIT prior to shipping.
4. Subsequent orders for the same season must be a minimum of \$AUD 500.
5. We offer a discount of 10% when full payment is made upon ordering.

International Wholesale Brief overview

1. A minimum order of \$US 1000.00
2. 50% Payment required upfront.
3. Remaining amount will be paid weekly or fortnightly prior to shipping.
4. We use DHL to ship international orders. Shipping prices will be emailed and invoiced once calculated.

DETAILED TERMS AND CONDITIONS

These terms and conditions apply to Australia and New Zealand customers. Please contact us for more detailed terms and conditions for international customers.

1. Terms of Sale

1. Duke of London only sells to approved retailers for resale.
2. Approved retailers may promote, advertise and list Duke of London products through Facebook and other social media outlets, however, we do not permit sale of products on social media within 12 weeks of the season launch date.
3. Duke of London does not process orders or hold stock for any stockists who have outstanding accounts.

4. **A minimum 20% deposit** must be paid upon ordering and the stockist must sign up to EZI DEBIT upon ordering to have the remaining account be paid weekly or fortnightly before delivery.
5. Duke of London requires a 50% deposit upon ordering if the wholesaler does not sign up for EZI DEBIT. The remaining account must be paid in full 14 days before the season launch date. These terms can be changed upon agreement by both parties.

2. Approved Retailers

1. A retailer wishing to become a Duke of London stockist should apply by emailing info@dolkids.co to obtain a wholesale application.
2. Duke of London will decide in its own discretion, whether to approve an applicant. We may approve subject to conditions.
3. Duke of London has adequate internet representation in Australia and is currently not approving any further internet stores unless special approval is given.
4. If an approved retailer wishes to resell Duke of London products through any additional outlet including an online store, then the retailer must complete a new wholesale application form.
5. As a general rule, Duke of London will only approve an outlet that has a suitable children or babies wear section or allocated area.
6. We will not approve resale through an outlet in an area where we consider Duke of London is adequately represented.
7. A retail store will only be approved as a Duke of London retail outlet if Duke of London is satisfied that its products will be displayed, promoted and sold in accordance with our standards for approved retail store outlets (see below).

3. Standards for Approved Retail Store Outlets

1. Duke of London products must be well presented and displayed in a prominent position in the store. All garments should be steamed before being displayed on the shop floor.
2. Duke of London products must feature in the window display at least twice per year for at least one week.
3. Staff should be familiar with the Duke of London's brand and be able to describe its qualities confidently and appropriately.

4. Duke of London Images

1. Duke of London will provide marketing materials prior to each season launch and we recommend the use of our imagery to promote the label for the use on websites, social media and in store marketing. Please note that these images are still owned by Duke of London.
2. If you intend to share an image not owned by Duke of London with our products, you must obtain the express permission of the original owner prior to posting and apply all credits accordingly.
3. We do not approve the use of our imagery for the purpose of promoting sale stock or heavily discounting within the 12 week period following a season launch date.

5. Orders

1. By placing an order with Duke of London, a retailer agrees to accept and be bound by our policies and terms and conditions current at the time of placing the order.
2. Duke of London issues seasonal catalogues and price lists for ordering purposes.
3. The first order a retailer places for products in a seasonal catalogue or price list (seasonal order) must be for a total minimum amount of \$AUD 1000.00.
4. Orders will not be accepted and stock will not be reserved for any current outlets with outstanding accounts. All previous season's accounts must be paid in full before a new season's order can be accepted and processed.
5. Seasonal orders should be placed as soon as possible after the launch of Duke of London's seasonal ranges to help ensure availability.
6. Orders during the same season (top up orders) must be for a total minimum value of \$500 including GST.

6. Delivery

1. Unless otherwise agreed, Duke of London will arrange for delivery of orders to the wholesale premises and will add the delivery charges to the price of goods.
2. Shipping invoices must be paid before the products are shipped.
3. Risk passes to the wholesale client at the time of delivery.
4. Duke of London retains title in all goods supplied until they are paid in full.

7. Delays in Delivery

1. Duke of London shall not be liable for any loss or damage the customer may suffer as a result of any non-delivery or late delivery or negligence by the shipping provider.
2. If an order is delivered with less than the ordered number of items or with items not included in the order, Duke of London may supply the missing items, replace the incorrect items or give a refund for them provided that, in the case of incorrect items, the customer makes them available for collection by Duke of London.

8. Payment Terms

1. Customers must pay 20% upon ordering and fill out an EZI DEBIT form to have the remaining amount be paid on a weekly or fortnightly basis.
2. If you do not fill out an EZI DEBIT form upon ordering, you are required to pay a 50% deposit upfront and the remaining payment must be made in full 14 days prior to the season launch date.
3. Products will not be delivered without full payment.
4. If product payments become over due by 14 days after season launch date, Duke of London reserves the right to retain the products and resell.
5. When your order has been packed and prepared for despatch, we will contact you and issue an invoice for the total price of delivery. Upon payment of the invoiced amount, we will despatch the order.

9. Returns

1. Retailers should contact us in the case of any customer returns so that we can assess the returned item before you refund your customer.
2. In the case of a faulty item, Duke of London requires the item to be returned for inspection or photographic evidence in order to assess the product.
3. If a garment is defective, either in workmanship or materials, Duke of London will accept a return of the item and either repay the wholesale price in full or offer a credit or replacement.

10. Recommended Retail Prices

1. Duke of London issues recommended retail prices for its products. Retailers must comply with these recommended retail prices within a 10% range or obtain permission to alter the price within the 12 weeks following season launch date.
2. As a general rule, our recommended retail price in Australia is x 2 of the wholesale price including GST.

11. Law that applies

1. Our agreement and these terms and conditions will be construed and governed according to the laws of Queensland.

Please sign below to confirm that you understand and agree to Duke of London's wholesale terms and conditions.

Name of Approved Retailer

Name of Authorised Person

In Approved Retailer

Signature

Date