

LauraPark

Terms & Conditions

Thank you for your interest in Laura Park Designs. Because we take great pride in our unique, quality designs and in our customer service, our primary goal is to build a long-lasting, prosperous relationship with you and your company. By accessing and ordering from our site you are confirming that you agree to abide by the terms and conditions set forth below.

Pricing

The most current price list supersedes any previous pricing or price lists. All prices are subject to change without notice.

Wholesale accounts must sign our IMAP policy before adding any Laura Park products to their own e-commerce website. This IMAP policy states that all e-commerce websites must match our current retail pricing of 2.5 x wholesale price. Email info@lauraparkdesigns.com to learn more on our web guidelines.

Ordering

Wholesale orders may be placed at trade shows, through our sales reps, or through our B2B wholesale portal: www.lauraparkdesigns.com

Opening Orders

For our opening order to comply with state law we must keep record of your resale certificate, which is necessary for sales tax exemption. A minimum opening order is \$500 (applies to retail stores only) required to become a customer. In general, there are no product or style minimums.

First time orders and/or orders placed at a trade show are preliminary only and subject to final approval. Laura Park Designs reserves the right to cancel or edit proposed orders within 2 weeks of the initial order date.

Order Fulfillment

Orders ship as ready unless otherwise requested. If you require a faster delivery time than 2 weeks (5-7 weeks for custom orders), a rush fee will apply.

Overnight shipping is eligible for in-stock items only and must be placed before 2:30 pm EST.

We do not offer returns or exchanges on wholesale orders. If your order arrives incorrectly or damaged, please email info@lauraparkdesigns.com for further assistance.

Any items that are broken or defective as a result of a manufacturer's defect must be reported within seven (7) business days of receipt of order. Contact us immediately and we will discuss how to ship the product back to us so that we may assess the damage and fix or replace the defective item.

Exclusivity

Exclusivity is dependent on volume of sales during a specified period of time (applies to retail stores only). The term for exclusivity shall reset every 6 months. Six-month terms are defined as January to June and July to December.

Home & Gift: Laura Park requires a 6-month minimum of \$5,000 in our home and gift categories for exclusivity protection (within a 3-mile radius).

Gift (only): Laura Park requires a 6-month minimum of \$2,500 in our gift category for exclusivity protection (within a 3-mile radius).

Laura Park Designs reserves the right to deactivate a current customer account when/if another retail account gains exclusivity before they do (if within the same zip code/3-mile radius).

Restrictions

You are not allowed to place Laura Park products on ANY 3rd party sales sites, i.e., but not limited to eBay, Amazon, Cherish, Poshmark, Facebook, Etsy or seasonal marketplaces, pop ups and others. If we see our products sold on a 3rd party site, we have the right to disable your account and will cease to accept orders. Also, selling our products via mobile applications (such as comment sold) is only available to our preapproved brick and mortar storefronts.

Custom Orders

Custom orders with Laura Park Designs are not returnable, exchangeable, or refundable.

Payment Options

Acceptable forms of payment are Visa, Master Card, Discover, and American Express. Laura Park Designs requires payment in full at time of order.

Returned, Lost, or Stolen Goods

All claims for returned goods or adjustments must be made within seven (7) business days of receipt of the order. No returns allowed without authorization.

Laura Park Designs is not responsible for cost of return shipping or products that are lost or stolen.

Intellectual Property

Unless otherwise indicated, all Laura Park Designs materials, including, without limitation, the Laura Park Designs 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 Laura Park Designs. You may electronically copy and print to hard copy portions of our website for the sole purpose of using materials it contains for information and non-commercial, personal use only. All reproduced material requires Laura Park Designs copyright notice in the form of “© 20xx Laura Park Designs. All Rights Reserved” If displaying the brand, Laura Park, you must display it “Laura Park TM” This should be displayed on all relevant page(s). Any other use of the materials in 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 Laura Park Designs is strictly prohibited.

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 Laura Park Designs.

Assignment

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

Force Majeure

Laura Park Designs 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 Laura Park Designs.

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 Laura Park Designs and constitute the complete and final agreement related to the use of our website or any services provided by Laura Park Designs.

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