



BLUE
PHEASANT

ACCOUNT APPLICATION

Company Name _____ Website _____

Retailer Residential Designer Hospitality/Contract

OWNER/PRINCIPAL

Name _____ Title _____

Email _____ Phone Number _____

BUYER/DESIGNER/SPECIFIER

Name _____ Title _____

Email _____ Phone Number _____

MAILING ADDRESS

Attention to: _____

Street/PO Box _____

City _____ State _____ Zip _____

E-mail _____ Federal ID No. _____

Phone _____ Fax _____ Cell _____

SHIPPING ADDRESS

Same as above

Shipping address will be given on purchase order

Street/PO Box _____

City _____ State _____ Zip _____

You must have a Resale Certificate to be exempt from Sales Tax in the state in which you purchase. If you plan to sell merchandise to another state, you may be required to hold a Resale Certificate in that state also. Blue Pheasant does not allow a tax exempt sale without a Resale Certification on file. For California, an additional form will need to be completed.

Resale Number _____ Date Issued _____

State Issued By _____ Expiration Date _____

THREE TRADE REFERENCES AND ACCOUNT NUMBERS

1. _____

2. _____

3. _____

TERMS & CONDITIONS

I have read the terms and conditions attached and by signing this application for account I fully agree to be bound by them without limitations. I also understand that each application for account is subject to Blue Pheasant's approval prior to purchase.

Customer's Signature _____ Date _____

I would like information on your other brands.

MADE GOODS

Specializing in home decor
(mirrors, chandeliers, furniture, lighting, objects)

Visit madegoods.com

PIGEON & POODLE

Specializing in home accessories
(bath, frames, bar, desk and accents)

Visit pigeonandpoodle.com



Terms and Conditions Summary

By placing an order for products with us, you agree to the Terms and Conditions, which can be found here www.bluepheasant.com/terms. Below is a summary of those terms provided for your convenience:

ORDER REQUIREMENTS: We only sell to wholesale trade. To submit an order, you must be a valid retail business or licensed interior designer making a wholesale tax-exempt purchase for resale.

FEES: By providing a credit or debit card number to associate with your account, you agree that we may charge the applicable card on file for properly authorized orders. We require full payment for the order (including all taxes and shipping costs) prior to shipment of any order. For purchases made at our retail locations, we have a \$500 opening order minimum. Any order under the minimum will be accepted at Wholesale pricing. After your opening order has been placed, you are considered a Current Account and there is no minimum for subsequent orders. All orders under \$100 will be subject to a surcharge in addition to normal freight charges. Unless you are exempt from taxes, you must pay taxes on all orders. Deposits may be required for certain orders, such as large and custom orders.

RIGHT TO CANCEL: To cancel your agreement with us, you must notify us in writing within 30 days of signing. Any deposits will not be returned but may be applied to future orders (net of any actual costs related to the cancellation) at Blue Pheasant's sole discretion. For orders canceled after 30 days, no credit will be given. Cancelled orders that have already been packed are subject to a 25% restocking fee. Custom orders cannot be canceled. We reserve the right to cancel orders or terminate relationships at our sole discretion, at which point your deposit will be returned within 30 days.

SHIPPING: All shipping charges are F.O.B. (Free on Board) Los Angeles County, California. Shipping charges will be added to your invoice prior to shipping. Signature of receipt by your agent or employee constitutes full acceptance of all packages. You are responsible for all shipping and return charges for any shipment that is refused as well as forfeiture of your deposit. We shall not be liable for delay in shipment for any cause, nor shall any delay entitle you to cancel any order after it has shipped or refuse delivery. You agree that the shipping address provided to Blue Pheasant in writing is the valid shipping address. For Designers, we can direct ship to your customers, in which case acceptance of packages by your customer will be considered acceptance by you.

LIMITED WARRANTY: All of our products will be free from defects in material and workmanship that impair the use of the products. It is your responsibility to examine the goods upon delivery and to contact us with proof of damaged or defective goods within 5 business days of delivery. For defective or damaged products, we will, at our option, repair or replace the item.

DISCLAIMER OF WARRANTIES: Except for the limited warranty that our products will be free from defects in material and workmanship, we make no other warranties, whether express, implied statutory or otherwise. We disclaim any other warranties. We will also not be liable for certain damages such as indirect, special, incidental, punitive or consequential damages to the extent permitted by applicable law.

CARRIER DAMAGES: Claims for damage to products that do not arise from defects in material or workmanship are the responsibility of the carrier. A claim for shipping damages will not be accepted by Blue Pheasant unless the damages are noted on the carrier's delivery receipt.

RETURNS: Returns are only accepted within 30 days of delivery. You will be subject to a 25% restocking fee that will be applied to all approved returns that are not defective.

ARBITRATION: Our terms and conditions contain an arbitration provision, where you agree to resolve any disputes between us or between you and a third party agent of ours in binding and final arbitration instead of through court proceedings. You agree to waive any right to a jury trial.

MISCELLANEOUS: Blue Pheasant makes every effort to ensure the accuracy of pricing and product information, but in the event of an inaccuracy, Blue Pheasant shall have the right to cancel any orders placed for products listed at an incorrect price or containing other incorrect information. All prices and items are subject to change without notice.