

**SUGARBOO DESIGNS, INC.
WHOLESALE AGREEMENT
TERMS AND CONDITIONS**

These Terms and Conditions were last updated January 2008.

This Wholesale Agreement (“Agreement”) is made between you or your company and Sugarboo Designs, Inc. (“Sugarboo Designs”) upon execution and delivery by facsimile to Sugarboo Designs.

GENERAL ORDERING INFORMATION

To qualify for wholesale purchases, you must be a valid retail business and you must submit a copy of your resale exemption certificate (first orders only) and an executed copy of this Agreement with your Order Form. By placing an order with Sugarboo Designs and providing the resale exemption certificate, you are representing that you are the owner, agent or representative of a currently valid retail business and that the transaction being made is a wholesale, tax exempt purchase for resale. All sales are final.

PAYMENTS

All orders shall be placed with a credit card. Sugarboo Designs charges credit cards at the time of production for the entire purchase price of the order. Delivery is typically within two (2) weeks of production. By providing a credit card number and expiration date on the order form, you are irrevocably authorizing Sugarboo Designs to charge the credit card for the entire purchase price at the time of production. Orders may be cancelled within five (5) business days of the order placement.

DAMAGE CLAIMS

Sugarboo Designs makes every commercially reasonable effort to pack only first quality merchandise with carrier approved materials. Sugarboo Designs is not responsible for damage in transit. Sugarboo Designs does not insure packages with the carrier; if you would like to insure your package(s), contact Sugarboo Designs at the time you place your order. If your shipment is damaged in transit you agree to contact the carrier and Sugarboo Designs within forty-eight (48) hours of delivery. You also agree to save all packaging materials and product. You further agree not to cancel or contest payment or deduct from any invoice any amount due to Sugarboo Designs as a result of a damage claim. The carrier will conduct an investigation for the damage claim and it and/or Sugarboo Designs will contact you once the investigation is concluded to resolve the issue.

RETURNS / DEFECTS

Any claim for defective merchandise must be reported to Sugarboo Designs within forty-eight (48) hours of delivery. Sugarboo Designs does not accept returns on first quality merchandise for any reason. Contact Sugarboo Designs in the event you receive defective merchandise as all returns must be approved in advance by Sugarboo Designs.

PRODUCT SPECIFICATION

All art manufactured by Sugarboo Designs is original and hand painted on wood. The pieces of wood we use have character differences, including but not limited to inclusions, grains, and knots. Therefore, natural variations do occur and should be expected. Sugarboo Designs ships items that conform to the samples shown at tradeshow and on [HYPERLINK "http://www.sugarboodesigns.com" www.sugarboodesigns.com](http://www.sugarboodesigns.com) (the "Web Site").

COPYRIGHT

All of the designs, products and content within and any materials made available on the Web Site are the sole property of Sugarboo Designs. The Web Site, designs, products, images and content within are protected by copyright and intellectual property law and may not be reproduced in any form without the express written consent of Sugarboo Designs. You hereby agree not to reprint, post, or copy (including electronic or digital scans) any photography, sales materials, or product designs without the advance, express written consent of Sugarboo Designs.

INTELLECTUAL PROPERTY

Any and all intellectual property rights associated with this Web Site including the designs, products, images and content presented herein, and any inventive concepts, know-how, publicity rights, trademarks, trade-dress, Trade Secrets, copyrights and patents (including any patent-pending items) (collectively "Intellectual Property") are the sole property of Sugarboo Designs or third parties. Except as otherwise expressly authorized by Sugarboo Designs, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property of this Web Site in any way without the express written consent of Sugarboo Designs or the appropriate third party.

PRIVACY

Your privacy is important to us. To better protect that privacy, Sugarboo Designs is providing this notice to explain how we collect, use and store data. The only data that we collect, use and store is information you affirmatively provide to us via facsimile when placing an order by using the Order Form

found on the Web Site and your resale exemption certificate. We do not collect data about you through the Web Site nor do we use cookies or track IP addresses.

While the information you provide will be maintained for a commercially-reasonable time by Sugarboo Designs for administrative and business purposes, your personally-identifying information is never shared with any third-party, other than (i) as required by law, (ii) to protect and defend the rights of Sugarboo Designs and the Web Site, (iii) as incident to a corporate sale, merger, reorganization, dissolution, bankruptcy or similar event, or (iv) in the event that a need arises to contact you in regard to an order, a question, a customer-service related matter, or as may otherwise be required by law and only to the extent that such contact is required.

Comments, suggestions or other communications sent by you to Sugarboo Designs are deemed to be non-confidential. We have no obligations of any kind in relation to such comments, suggestions, or communications and are free to use or distribute them in any way, including in relation to the administration, update, or improvement of the Web Site, without compensation to the author, sender, or any other party.

By executing this Agreement and placing an order, you signify your assent to this Privacy provision. Should you have any privacy-related questions or concerns, you may contact Sugarboo Designs at the Contact Information set forth on the home page of the Web Site.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless, Sugarboo Designs, its directors, officers, employees, assignees, and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of your agreements hereunder; and/or (ii) arises out of your negligence, willful misconduct, or other breach of this Agreement.

JURISDICTION

This Agreement has been entered into and shall be governed by the laws of the State of Georgia (without giving effect to its conflict of law provisions). All parties agree Georgia courts have jurisdiction.

SEVERABILITY

Each section of this Agreement shall be deemed and construed as a separate and independent section, term or condition and should any part or provision of this Agreement be declared invalid by a court of competent jurisdiction, such invalidity shall in no way render invalid or unenforceable any other section, term or condition herein.

LEGAL FEES

You understand and agree that you or your company is responsible for your or its own legal fees. If Sugarboo Designs takes any action to enforce, defend or interpret this Agreement and these terms and conditions, Sugarboo Designs is entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and any costs whether in litigation or otherwise, in addition to any other relief at law or in equity to which Sugarboo Designs may be entitled.

MODIFICATION

Sugarboo Designs reserves the right to modify the terms and conditions contained herein. Clerical or computer errors are subject to correction. No action, omission or course of conduct shall constitute a waiver of any of the terms and conditions hereof, unless such waiver is specified in writing by Sugarboo Designs and then, only to the extent so specified.

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN. AN EXECUTED AGREEMENT MUST BE SUBMITTED WITH EVERY ORDER SUBMITTED.

Signature:

Printed Name:

Company:

Title:

Date:

Does your business have a storefront?

If so, please check a box below indicating what type of business and provide the address.

Boutique

Business address:

Interior Designer

Photographer

Other

If other, please explain:

©2005-2008 Sugarboo Designs, Inc. Patent rights issued and/or pending. The distinctive design of Sugarboo photobox is also a trademark of Sugarboo Designs, Inc.

PAGE

PAGE 3

2027696v3

2027696v3

