

This is a legal agreement ("Agreement") between Lostine and the primary user identified below, whether you are an individual, a legal entity or the company or corporation you are employed by or work for.

Lostine Website User Account Access Authorization

o I hereby acknowledge and agree whether I work individually or if I am employed or working for a company, corporation, legal entity or other individual (collectively "company"), that I have been fully authorized by my such person or entity to access this account as the primary user and that I represent and warrant that I have all necessary legal authority to bind myself or my company to the terms and conditions of this Agreement and the use of all information, data or account information contained in this website to which I have will have access. I further agree and acknowledge that I agree and/or have been authorized by my company to view the website contents, and to modify any account information of the company, change payment methods, and place and modify orders on this account.

o As the primary user for this account, I agree that I or the company is responsible for any additional users whom I may add from time to time. These additional users may place and modify orders and modify account information. I agree that I or the company is responsible for keeping our user names and passwords secure. I will be solely responsible and liable for any activity that occurs under my user name or additional users.

o Further I or the company confirm we are accessing the account for legitimate reasons as a retailer purchasing for resale only and have valid resale and business licenses as required by my local government agencies. I agree that I or the company acknowledge that the designs and images used by Lostine on this website are the sole property of Lostine LLC and are copyrighted.

Terms and Conditions

Prices

- o Prices are listed as wholesale or trade, USD.
- o Prices are subject to change without notice.
- o The wholesale prices listed in catalog and website are for stocking retailers only. Trade customers without a physical retail storefront or a catalog operation will have different pricing terms and schedules.

Orders

Wholesale

- o Minimum opening order for Wholesale accounts is \$1500 and reorders are \$400. Drop shipments direct to consumer are subject to an additional fee of \$20.
- o Orders must be written in case pack quantities as indicated in catalog and website. Lostine reserves the right to increase quantities to meet case pack requirements. All case pack requirements are per item number.
- o Backorders will ship when available without notice.

Trade

Architects, Designers and Hospitality clients
Tiered pricing is available please inquire.

Ecommerce

- o All web stores and retail shops wishing to sell online must adhere to MSRP/ MAP pricing. Failure to do so will result in suspension of the account until corrections are completed to Lostine's approval. New or open orders will be placed on hold. Accounts will be reviewed for possible termination if price discrepancies are not resolved within 2 weeks of notification.
- o Lostine's products can not be added to any online web store without express written permission.
- o All Lostine products sold online must have Lostine's brand name prominently listed in the product copy.
- o All online web stores listing our products for sale must write their own unique product copy.
- o Product listings must be approved by Lostine prior to posting for sale.

Photography

- o Lostine's images are copyrighted and may not be used without written permission.

Promotion

- o Any online sale or promotion including Lostine products must be approved by Lostine.