

abcTrade Program Terms & Conditions

abc carpet & home reserves the right to make all abcTrade account determinations at our sole discretion. Each professional must individually apply for an abcTrade account by submitting their individual qualifications. Incomplete applications will not be accepted. **By submitting this application, you confirm that you have read and agree to the terms and conditions of the abcTrade Program.**

The abcTrade account is not transferable. An abcTrade account can only be used by the named account holder. The abcTrade account holder must be present for all purchases. Purchases must be paid for with the abcTrade account holder's tender. For instore purchase, the named account holder must present a valid government issued photo identification at point of sale to receive the abcTrade discount. Credentials such as account codes and log in details allowing for the use of abcTrade discount for purchase of goods on abc carpet & home's website are not transferable. abcTrade account information and credentials are for the use of the account holder only.

It is the responsibility of the abcTrade account holder to notify abc carpet & home of any changes in his/her contact information or change in status as an Accredited Professional Designer. The abcTrade account holder may cancel his/her Membership in the Program at any time by emailing abctrade@abchome.com.

abc carpet & home may revoke the privilege of the abcTrade account at any time. Misuse of your abcTrade account may result in account termination. Misuse includes without limitation use of the trade discount for personal purchase and resale of merchandise purchased using the trade discount through any retail outlet (e.g. resale on or through any retail or auction web site or store), reimbursement of trade discount upon merchandise return, transfer of abcTrade account allowing others to use the abcTrade account, and submitting false, expired or misleading information in connection with an abcTrade account application.

abcTrade account holders receive a discount of 25% off merchandise at abc carpet & home locations, abc carpet & home outlet stores, and online. abcTrade account holders are eligible to receive an additional 10% discount on all sale and promotional products with the exception of those products that are excluded from the program. abc carpet and home reserves the right to modify program benefits including discount rates, eligible products, and services at our sole discretion without prior notice to members.

abc carpet and home reserves the right to exclude items from the designer Membership program discounts at our sole discretion without prior notice to members. Special order and custom products are final sale. The abcTrade program discounts are not valid on purchases of gift cards, egift cards, gift wrap, shipping and handling, processing fees, taxes or for any products or services excluded by the abcTrade program. The discount may not be applied towards purchases made prior to enrollment in the abcTrade program. The discount is not redeemable for cash. abc carpet & home reserves the right to withhold discounting on some promotional products as well as products provided by third party vendors. abcTrade discounts are not eligible on personal items such as jewelry, apothecary, stationary, and apparel.

Product returns are in accordance with the applicable return policy of abc carpet & home and will be credited (as applicable) at the purchase price paid for the item.

Tax exemption is authorized providing the abcTrade account holder provides a copy of the certificate of authority issued to businesses by the state. Note, all abcTrade account holders intending to purchase merchandise for resale must include a resale or sales tax certificate in addition to the completed application. Sales tax is collected based on the ship-to address. The state Resale Certificate needed is based on the shipping destination for each order. To make a tax-exempt purchase in a state(s) in which you maintain tax-exempt status, please provide all applicable

Resale Certificates for each state in which you are a reseller. State authorities require abc carpet & home to keep a completed copy of the Resale Certificate in addition to abcTrade account holders's (re)seller's license or permit.

Other Terms:

Any notice or communication to be sent under these Terms and Conditions shall be sufficiently given if delivered in person or by certified mail, return receipt requested, or by overnight courier service providing a receipt, to the addresses listed below or to such other address as one party may have furnished to the other in writing.

These Terms and Conditions contain the entire agreement of the parties regarding the subject matter of these Terms and Conditions, and there are no other promises or conditions in any other agreement whether oral or written. These Terms and Conditions supersedes any prior written or oral agreements between the parties.

If any provision of these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

This Agreement shall be governed by the laws of the State of New York without regard to principles of conflict of laws. The Federal and state courts located in New York County in New York shall have exclusive jurisdiction with respect to any dispute arising under or relating to these Terms and Conditions and both parties irrevocably hereby submit to the personal jurisdiction of such courts and agree not to contest venue with respect to same.