



Terms and Conditions

The sale of products and services ("Products") by House of Wu and its affiliates ("House of Wu") are subject to these terms and conditions ("Agreement") regardless of other or additional terms and condition that conflict or contradict this agreement in any purchase order, document, or other communication ("Order"). Reprinted terms and conditions on any customer ("Customer") document (for example, purchase orders or confirmations) and/or House of Wu's failure to object to conflicting or additional terms will not change or add to the terms of this agreement. This agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes and replaces in its entirety any and all prior communications and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the parties with respect to the subject matter hereof. Customer accepts these terms and conditions by making a purchase, placing an order, or requesting products from House of Wu.

1. Orders. All orders are subject to acceptance by House of Wu. Orders will not be scheduled for production or shipment unless House of Wu has extended payment or credit terms to the Customer. House of Wu reserves the right to reject, hold, delay, or cancel production on a Customer's order(s) if the Customer is in violation of the applicable requirements of this agreement as determined by House of Wu in its sole discretion. Each Customer order must include the following: (a) Customer's purchase order number and an authorized Customer signature; (b) the House of Wu style number/collection name, size, and quantity for each gown/piece of product ordered; (c) if House of Wu offers a color choice for the style ordered, the desired color; (d) if custom measurements are available for the style ordered, all custom measurements required by House of Wu for the processing of the order; and (e) customer requested ship date, shipping address, and requested shipping instructions. Orders are not binding upon House of Wu until accepted by House of Wu in writing.
2. Credit Payment Terms. Payment of the total invoice amount, without offset or deduction, is due and payable within the time period specified on the invoice. All payments must be made via check, credit card, money order, or cashier's check. House of Wu reserves the right to ship products on a C.O.D. basis, and to require that payment be made via certified check, cashiers check, or money order. New Customer wishing to open an account ("new account") with House of Wu is required to submit a completed credit application. House of Wu reserves the right to refuse shipment to any new Customer until credit is established; all shipments to a new Customer shall be on a C.O.D. certified check basis or must be paid in full via credit card prior to the shipment date. Orders with custom measurements must be accompanied by a deposit of fifty percent (50%) of the price of the product (including custom measurements charge and plus size and/or rush charges if applicable). No discount may be taken unless specified on the House of Wu invoice, and discounts apply only on product prices. Discounts are not permitted on freight, material, rush charge, or any special order charge such as "plus size" charge, and custom measurement charge. Customer shall comply with all payment terms set forth on the House of Wu invoice. On any past due invoice, Customer agrees to pay a late charge of 5% of the unpaid balance and agrees to pay interest/finance charge on all past due sums at the rate of 1.5% per month or the highest rate permitted by law, from the due date to the date of the payment, plus reasonable attorney fees and collection costs if applicable. House of Wu acceptance of late or partial payments (even if marked "paid in full") will not be deemed a waiver. Items returned unpaid will be assessed a returned check fee of \$50.00 per check/ instrument, automatically charged without notice. House of Wu may change the terms of customer's credit at any time. House of Wu may apply payments to any customer's accounts.
3. Minimum Orders. Customer who is an authorized retailer of House of Wu is required to purchase minimum stock order(s) two (2) times a year, Spring and Fall seasons. All Product collections of House of Wu have minimum stock order requirements; in order to place reorder in a specific product collection, Customer must meet the minimum stock order requirement in that collection. If Customer does not place minimum stock order and/or tender timely payment for the minimum stock order, Customer's account will be placed on inactive status and will be considered as a new Customer; any future order will be processed in accordance with section 2 of this Agreement.
4. Delivery and Title. Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. With respect to Product for which payment is to be made on or before delivery, title passes to Customer only upon House of Wu's receipt of full payment. House of Wu's delivery dates are estimates only and House of Wu is not liable for delays in delivery. House of Wu reserves the right to make partial shipments, and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.
5. Duty to Inspect. Customer acknowledges the right and responsibility to inspect the Products upon delivery and to discover and provide timely notice of non-conformity. After inspection or the right to inspect has been waived, Customer shall not be permitted to revoke acceptance. Inspection and written notice of objection or rejection must be made within five (5) days of delivery.
6. Cancellations/Order Changes. Cancellation for ordered Product must be in writing and received by House of Wu no later than 24 hours following the date on which House of Wu acknowledges the order. Cancellation is not permitted for special, custom, and/or plus size orders. A cancellation fee may be imposed for each product cancelled. Order change request must be received within 24 hours of House of Wu's acknowledgement of the order. House of Wu reserves the right to impose a fee for each change request. Excessive cancellations and/or changes as determined by House of Wu in its sole discretion shall constitute a material breach of this Agreement, which shall give rise to House of Wu's rights under Section 9 hereof.
7. Returns and Refusals. Custom Product, plus size Product, and special Order may not be returned for any reason. Customer cannot return Products without a Return Authorization ("RA") number. RA will be issued for Products deemed by House of Wu, in its reasonable discretion, to be damaged, defective, incorrect Product shipped, or other discrepancy to Products manufactured and distributed by House of Wu, and only if Customer notifies House of Wu in writing of any damage, defect, incorrect Product shipped, or other discrepancy to Products within five (5) days of receipt of the Product. No RA will be issued for Product erroneously and/or duplicate ordered by Customer. Customer shall be responsible for the risk of loss or damage to the Product during return shipment, and shall be responsible for all shipping and associated insurance costs. All returned and refused Products for which a RA was not issued by House of Wu shall be returned to the Customer at its sole cost and expense. Product with RA number must be received by House of Wu within ten (10) days of the RA number being issued; after the 10th day, the RA number will be considered void and the returned Product will be subject to a restocking fee. Returned Products must be in original condition and original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RA and pays any restocking charges. A restocking fee and double shipping cost will be assessed for all Products refused or returned without a RA number. Excessive refusals and/or unauthorized returns as determined by House of Wu in its sole discretion by a Customer shall constitute a material breach of this Agreement, which shall give rise to House of Wu's rights under Section 9 hereof.
8. Forces beyond Control. House of Wu is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, for example: acts of God, acts or omissions of the Customer, man-made or natural disasters, epidemic medical crisis, material shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources.
9. Default or Delinquency. Failure to timely and fully comply with any of the terms and conditions outlined herein shall constitute a material breach of this Agreement. If Customer is in breach of the terms and conditions or any other additional requirements, House of Wu may, in addition to any and all rights available to House of Wu whether by law or in equity, immediately terminate its performance hereunder in whole or in part, including without limitations, delay/stoppage of work on, and/or refusal of any orders in progress for the Customer, as well as to place on hold and/or terminate its business relationship with the Customer. In the event of any such termination or suspension, Customer shall not misrepresent the nature of the termination/suspension to other buyers and/or consumers, and shall not, whether expressed or implied, communicate to buyers and consumers that House of Wu's conduct is wrongful. Customer shall be liable for all restocking/refusal fees and shipping costs for all refused or returned Products. In the event of payment default, Customer shall be responsible for all costs of collection, including, but not limited to, attorneys' fees, collection agency fees, filing fees, and all arbitration fees and/or court costs. In addition, if payments are not received as described in Section 2, Customer hereby grants to House of Wu a security interest in the Products to secure payment in full. Customer authorizes House of Wu to file a financing statement reflecting such security interest. Any Customer terminated by House of Wu pursuant to this paragraph shall have no right to return or receive a refund for any Products, including without limitation, sample stocks purchased prior to the effective date of the termination. Furthermore, Customer shall be responsible for any and all actual special and consequential damages, including without limitation, loss of profits incurred by House of Wu in conjunction with Customer's alleging to any buyer or consumer that any exercise of its rights under these terms and conditions in the event of Customer's default and or delinquency hereunder is in any way wrongful. Customer agrees to hold harmless and not to sue House of Wu for any claim, damage loss, or the like of any kind or nature resulting from or alleged to result from or in connection with House of Wu's exercise of its rights under this paragraph. The laws of the State of Florida will exclusively govern and apply to the enforcement and interpretation of this agreement. Venue for any action regarding this agreement shall lie exclusively in Lee County, Florida. Customer, by signing this agreement, agrees to submit himself/herself/itself to the personal jurisdiction of the courts of Lee County, Florida.
10. Waiver and Release. Customer expressly waives any claim that it may have against House of Wu and its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret, or other intellectual property right with respect to any Product and also waives any right to indemnification from House of Wu or its affiliates against such claim made against Customer by a third party. House of Wu and any of its affiliates are not liable for any delays in delivery or in performance that result from circumstances beyond House of Wu's reasonable control.
11. Limitation of Liability and Disclaimer of Warranties. IN NO EVENT SHALL HOUSE OF WU BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR LOSS OF BUSINESS, WHETHER FORESEEABLE OR NOT, OCCASIONED BY ANY BREACH UNDER THESE TERMS AND CONDITIONS OR ANY OTHER CAUSE OR CLAIM WHATSOEVER, WHETHER BASED ON ITS NEGLIGENCE OR OTHERWISE. House of Wu shall not be responsible for any non-delivery, mis-delivery, or delay in delivery of all or any part of the merchandise due to accidents, strikes, fires, floods, war, act of state or governmental action, governmental regulations, delay, or inability to obtain labor, material, or services through House of Wu's usual and regular sources or for casualty, accident, Act of God, or any other conditions or causes beyond the control of House of Wu, including negligent but non-willful acts of House of Wu. It is expressly agreed that House of Wu shall not be liable for the failure of any governmental authority to grant any export or import license legally required for the fulfillment by House of Wu of its obligations hereunder. EXCEPT AS EXPRESSLY PROVIDED BY HOUSE OF WU IN WRITING, HOUSE OF WU MAKES NO WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY GOWNS OR PRODUCT INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. House of Wu reserves the right to change the fabric/materials incorporated in its gowns and Product with fabric or material of equal or greater quality if the original fabric/material is or becomes unavailable.
12. Internet and Transshipping Policies. House of Wu allows only the following products to be used for Internet (including social media) advertising purposes and allows the sale of only these said products on the Internet: Christina Wu, Christina Wu Love, Christina Wu Elegance, Christina Wu Celebrations, Damas, Fiesta Gowns, Hannah S, XO by Hannah S, Panoply, Panoply Pageant, Quinceañera Collection, Tiffany Designs, Tiffany Presentation, Tiffany Princess, and Studio 17, provided that all advertised products and prices are in accordance with the manufacturer's suggested retail price (MSRP) provided by House of Wu. House of Wu does not allow the following products to be used for internet (including social media) advertising purposes, nor can these products be sold on the Internet: Dere Kiang, Jacquelin Exclusive, Panoply Exclusive, Private Collection, and Tiffany Exclusive. House of Wu does allow the Customer to link to its Web site, www.houseofwu.com, with advance written approval by House of Wu. Requests for such approval shall provide the address of any and all Web sites operated by the Customer, which will be monitored by House of Wu to ensure compliance with the requirements of this paragraph. To protect the investment of each customer, transshipping is expressly prohibited by House of Wu, and no customer may make any statement regarding the "national distribution" of House of Wu products on its Web site. Any breach of the provisions of this paragraph by Customer shall constitute a material breach of these terms and conditions.
13. Proprietary and Trade Secret Information. Authorized House of Wu customers will at times receive information, whether in written, oral, or tangible form, regarding House of Wu's products and merchandise that is considered by House of Wu to constitute proprietary and trade secret information (the "Proprietary Information"). This Proprietary Information may include, but will not be limited to, catalogs, price sheets and related date, pictures, style descriptions, and the like. Customers are prohibited from disclosing or publishing, whether directly or indirectly and by any means or medium, any House of Wu's Proprietary information without House of Wu's prior written consent in each such instance. Any violation by Customer of the requirements of this paragraph shall be deemed to constitute a material breach of this Agreement and giving rise to House of Wu's rights under Section 9 hereof.
14. Assignment: Customer may not assign this Agreement or its obligations, whether in whole or in part, to any third party without the prior written consent of House of Wu. House of Wu or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.
15. Unconditional Personal Guaranty. For good and valuable consideration, which includes the House of Wu extending credit to Customer and as an inducement to extend credit from time to time to Customer, the undersigned jointly, and severally, and unconditionally guarantee payment to the House of Wu for all sums due and owing by the Customer. It is expressly understood that House of Wu would not extend credit to Customer without this Guaranty. This is a Guaranty of payment and not collection. Notice and demand are hereby waived. The undersigned promises to pay such amounts together with all charges, fees and interest of 1.5% per month on the amount due together with all costs of collection, including attorney's fees. I/we agree that venue for any action regarding this guaranty shall be exclusively in Lee County, Florida, and that I/we agree to submit myself/ourselves to the personal jurisdiction of the courts of Lee County, Florida. Authorization is further given to make inquiries to trade references, financial institutions, and other parties to determine credit worthiness of Customer. This is a continuing and irrevocable guaranty and shall remain in full force and effect and apply to guaranty all current and future indebtedness of Customer to House of Wu arising from any transaction whatsoever. The House of Wu shall not be required to proceed first against the Customer before resorting to the undersigned for payment. The undersigned shall not be released or discharged from their obligations hereunder by reasons of any delay, waiver, modification, extension, or amendment, to any arrangement between the House of Wu and the Customer. The undersigned irrevocably waives claims for "head of household" exemption as may be provided by Chapters 77 and 222, Florida Statutes.
16. General. These terms and conditions shall be construed in accordance with the laws of the State of Florida. These terms and conditions set forth the entire agreement of the parties with respect to House of Wu's sale of Product to Customer, and supersede all prior terms and conditions for the sale of Product, whether in writing or otherwise, between the parties. Customer shall not rely on any oral agreements or representations. These terms and conditions may not be modified by Customer except with the prior written consent of House of Wu, which consent may be withheld by House of Wu in its sole discretion and which consent must be executed by an authorized House of Wu representative. Customer's submission of orders constitutes Customer's acceptance of and agreement of these terms and conditions in their entirety. House of Wu and Customer agree that each provision of terms and conditions shall be construed as separable and divisible from every other provision(s) hereof. The section headings contained in these terms and conditions are for reference purposes only and shall not affect the meaning or interpretation hereof. No waiver by House of Wu of any default of the other hereunder shall be deemed to be a waiver of any subsequent default. Should the production be curtailed during the execution of the contract by strikes, lockouts, or other unavoidable causes, manufacturer reserves the right to fill this order in proportion to production. This Order is valid unless cancelled in writing by the purchaser within 5 days of placing the order. However, manufacturer reserves 3 days time from receipt of cancellation to ship goods in process of manufacture for this order. These goods being made to your order, no counter demands will be accepted. Sizes may vary.
- Locations listed on the front page of the order form are the only House of Wu authorized retail locations. Transshipping from an authorized location is a violation of section 12 of House of Wu's Term and Conditions.

Signature

Date

Account #

Witness (House of Wu Rep)

Date

Store Name