# Design Trade Program Letter of Agreement

Once eligibility is met, the Design Trade Program discount may be applied to any full-price merchandise purchased in U.S. stores and online at Crate and Barrel and CB2, excluding all Outlet locations.

# Please contact us with any questions.

crateandbarrel.com 800.606.6498 cb2.com 800.606.6252 designtradeprogramus@crateandbarrel.com This Design Trade Program Letter of Agreement and any other written materials provided to Member (as defined herein) from time to time (collectively, the "Agreement") sets forth the terms and conditions of the Design Trade Program of Euromarket Designs, Inc. d/b/a Crate and Barrel and CB2 (collectively, the "Company"). The Design Trade Program and the Agreement are subject to change from time to time at the Company's sole discretion.

Once eligibility is met, and subject to the terms of this Agreement, Members participating in the Design Trade Program will receive a membership discount on full-price merchandise purchased at Crate and Barrel and CB2 stores in the United States, excluding all Outlet locations. Discount also may be redeemed online at crateandbarrel.com or cb2.com. Rights and rewards under this Agreement are non-transferable.

#### TERMS OF ELIGIBILITY

An applicant who is an accredited professional designer, including but not limited to an interior designer, architect or home stager (see professional organization list below), will be eligible for participation in this Design Trade Program (and referenced herein as a "Member") upon approval by the Company after presentation of the following:

- A Business Card indicating the applicant's design profession or a design firm website listing the applicant's name;
- 2. A completed and signed Application form; and
- 3. Either: a) a copy of the applicant's Business License or Resale Certificate showing proof of a design-based business (with an additional signed resale certificate for each state where tax exemption is sought); or b) a valid membership card from one of the following professional organizations:
  - AIA (American Institute of Architects)
  - APLD (Association of Professional Landscape Designers)
  - ASID (American Society of Interior Designers)
  - ASLA (American Society of Landscape Architects)
  - CID (Certified Interior Decorators International)
  - IDS (Interior Design Society)
  - IIDA (International Interior Design Association)

- NKBA (National Kitchen and Bath Association)
- A staging organization, such as ASP, HSR, IRIS or IRN

The Company reserves the right to make all membership determinations at our sole discretion.

# **MEMBERSHIP**

- Member's name and business address must be provided on the application. Note: The eligible
  Member must be an individual and not a design firm or entity; multiple individuals employed by a
  single design firm or entity may apply individually by submitting individual application materials and
  gaining approval, but the design firm or entity itself may not become a Design Trade Program Member.
- It is the responsibility of the Member to notify the Company of any changes in his/her contact information. Members can update information by calling or visiting any Crate and Barrel or CB2 store in the U.S., by calling a Design Trade Program Specialist at 800.606.6498 or by emailing designtradeprogramus@crateandbarrel.com.
- Member is the only person authorized to make purchases using his/her account number and Design Trade Program card.
- Incomplete applications will not be accepted.
- Employees of the Company are not eligible for membership.
- The Company reserves the right to review and terminate a Member's eligibility if the Company believes, in its sole discretion, that Member has violated the terms of this Agreement. Company will notify the Member that he/she is no longer eligible to participate in the program.
- Members may cancel their membership at any time by calling a Design Trade Program Specialist at 800.606.6498 or by emailing designtradeprogramus@crateandbarrel.com.
- Lost, stolen or damaged membership cards may be canceled and replaced at the Company's sole discretion. To request a new membership card, please call a Design Trade Program Specialist at 800.606.6498 or email designtradeprogramus@crateandbarrel.com.
- Company may discontinue program at any time and at Company's sole discretion.

#### DISCOUNT

- Eligible Members will receive a 15% discount off full-price merchandise in the Company's U.S. stores (excluding Outlets), catalogs or websites at the then-published retail price. Discount is non-negotiable.
- Discount may not be combined with any other offers, coupons or promotions, and cannot be applied to reduced price, sale, closeout or clearance merchandise.
- Outlet merchandise, including Outlet merchandise on Company websites, is not eligible for discount.
- For online purchases, Member must activate his/her account online and be logged into his/her
  account in order for discount to be automatically applied to full-price items in Member's cart.
   (To activate account online, add a Member number to an existing account or create an account if
  Member doesn't already have one. Separate online accounts must be created at each Company
  website: crateandbarrel.com and cb2.com.)
- Discount is not applicable toward purchases of Gift Cards, eGift Cards, services, shipping and handling, taxes or other fees, and non-merchandise charges.
- Discount does not apply to any purchases made prior to enrollment in the Design Trade Program.
- The Design Trade Program discount is not redeemable for cash.
- Company reserves the right to change the list of items not eligible for the Design Trade Program
  discount at any time and at its sole discretion. Any such changes will be posted online at
  crateandbarrel.com/DesignTradeProgram.

# **PURCHASE AND PAYMENT TERMS**

- To make a purchase in stores, Member must present his/her Design Trade Program card along with an accepted form of picture ID (e.g., driver's license, state ID).
- To make an online purchase at crateandbarrel.com or cb2.com, Member must use the credit card registered to his/her Design Trade Program account to receive discount.
- Members making purchases online at two or more Company brands must make separate purchases at each brand's website. Brands do not share a universal shopping cart.
- Member may have his/her client pay for a purchase using the client's credit card or other legal tender.
- Member (or in accordance with the above rule, Member's client) will be responsible for payment of any and all taxes, services charges and other fees on the discounted amounts, in accordance with any applicable laws and regulations.
- Product returns are subject to the applicable return policy and will be credited (as applicable) at the membership discount rate.

# TAX-EXEMPT PURCHASES

- A reseller license must be verified for each tax-exempt Design Trade Program purchase.
- Most states also require a resale certificate to be filled out and submitted with every tax-exempt sale.
- Member will be required to use his/her own credit card or other legal tender for any tax-exempt Design Trade Program purchases.
- Tax-exempt Design Trade Program purchases must be made in stores. They cannot be processed online.
- Taxes will be refunded on eligible orders once the bill of lading is provided.
- Members working with a non-profit client must have client furnish required tax-exemption
  documentation and use the client's credit card or other legal tender for any tax-exempt Design
  Trade Program purchases; in these cases, both Member and client must be present in the store
  at time of purchase.

### **CANADIAN ELIGIBILITY**

- Members participating in the Design Trade Program in the U.S. also may request a card for use in Canada. Such Canadian Design Trade Program card, if granted, is subject to all terms and conditions applicable to the Design Trade Program in Canada, a current copy of which can be found at crateandbarrel.ca/DesignTradeProgram.
- The Canadian terms are similar to those in the United States, with a few differences, such as redemption locations and no eCommerce websites.
- To request a Canadian card, visit a Company store in Canada or email designtradeprogramca@crateandbarrel.com with the following information: Member name, design firm's name, U.S. Design Trade Program card number and business phone number. Allow 2 to 4 weeks for processing.

#### COMMUNICATION AND PRIVACY

- Company may contact Members or design firm directly regarding changes to the Design Trade Program.
- Design Trade Program Member will automatically be opted-in to receive Company emails for marketing purposes. Member may unsubscribe from marketing emails at any time.
- Design Trade Program Member consents to the Company Privacy Policy available at: crateandbarrel.com/Privacy.

By completing and signing the accompanying Application and submitting the required eligibility documentation (as set forth above), Member confirms he/she has read, understood and fully accepts and agrees to the terms and conditions set forth in this Agreement.