



Reseller Agreement

Introduction:

We are pleased that you are interested in our Keekaroo® Brand line of products. With Keekaroo.com (Bergeron By Design), you receive an appealing line of products, at a better than competitive price! Keekaroo® makes great products for Kids...it's as simple as that!

Dealer's Requirements:

Keekaroo welcomes E-retailers as well as Brick and Mortar Stores. All retailers wishing to carry and sell Keekaroo Brand Products are required to complete our application and have their account approved before they place their first order, put the products online, or in stores.

The Retailer will instruct its sales personnel on the proper use of the Keekaroo Brand Line of Products, and will adequately instruct customers on the appropriate use and features of all Keekaroo Brand Products. Our product specialists are available to answer any and all questions you may have about our line of products, and will provide you with any marketing materials necessary to adequately represent our products.

Keekaroo Brand Products may be offered for sale by the Retailer ONLY to individual retail customers. Sale or Transfer of any of the Keekaroo Brand Line of Products to other Retailers or individual for their resale is strictly forbidden. Sales posted on Amazon.com and E-Bay must be posted under the Retailer name in which the application and account were approved, and must adhere to any and all MAP pricing requirements.

Terms and Payment:

All orders must be paid via credit card at the time the order is placed, and in advance of the products being shipped, unless prior credit arrangements have been made. Credit Card payments will be debited to the card on the date of shipment.

To obtain credit terms, Retailer must submit a completed credit application portion of the retailer application before the initial order, and update this information at Keekaroo Retailer's request. Terms are Net 30. Keekaroo will approve credit requests and set credit limits at its sole discretion. After the Retailer's credit is approved, Retailers are required to pay all invoices Net 30 days from date of invoice. If the Retailer is paying on credit terms, payment must be made by check or wire transfer, and be made within the agreed upon credit terms.

Minimum Order Requirements:

We do not have minimum order requirements, however it is recommended for Brick and Mortar Stores to have product on display to demonstrate the quality and functionality that our products provide.

Past Due Accounts:

Unless otherwise agreed in writing by Keekaroo, accounts not paid when due will be suspended. Past due accounts forfeit any pending or future discounts, and Keekaroo reserves the right to discontinue business with any account that is repeatedly late in making payments. Retailers are responsible for and shall pay any and all reasonable expenses of collection, including collection agency and/or attorney fees.

Minimum Advertised Price “MAP”:

All of our products have a suggested retail price or MSRP. All of our products also carry a Minimum Advertised Price “MAP”. Although we do not make it mandatory to follow the MSRP, we will enforce the MAP pricing policy. Any Retailer found to be selling our products below the MAP price will be asked to correct this while their ordering ability is on hold. Keekaroo reserves the right to revoke all selling privileges to any retailer violating this policy at any time.

In order to encourage sales and promotions of Keekaroo Brand Products, while still maintaining the integrity of the brand and its overall pricing, we are refining our Minimum Advertised Pricing to allow for TEMPORARY reductions in the advertised price of our product.

The details on this program are:

- This program is open to stocking dealers only, whether brick and mortar or internet sales, and only shipments to the designated store or warehouse.
- Promotions are only allowed on the retailer's own site, not on their marketplace storefronts such as marketplace sites like Amazon, EBay, Sears, Wal Mart, Buy.com, etc.
- Any promotion needs to be approved by Keekaroo for the amount of discount; timing; duration of promotion; and the length of time since the retailer last offered a promotion.
- The promotion MUST have a defined beginning and end, not just an open ended "sale."
- The Minimum Advertised Price must be maintained on the price tag on your show floor or the item page of your web site. This will allow the discount to be taken at the register or in the online shopping cart.
- Keekaroo will not discount from the wholesale cost for these promotions.

Customer Service:

Our product specialists are available during business hours to answer questions about our products, provide customer service and support, answer shipping questions, billing inquiries, and assist our Retailers any way we can. Our Office hours are 8:30am to 5:00pm Monday-Friday, Eastern Standard Time.

Claims and Warranty Issues:

Keekaroo requires our Retailers to be the first point of contact for customer service for customers wanting to initiate a return. However, we do require immediate notification when there is a warranty or defect issue with a product. We will be happy to work with your customer directly to assist them with a service or warranty replacement issue. This is just one of the benefits of becoming an Authorized Keekaroo Retailer.

Keekaroo and Bergeron By Design stand behind our products and will aid the Retailer in any claims resulting from defective parts or manufacturing defect. In some cases this may require the direct contact and assistance of Retail customers to help in resolving any warranty replacement issues. It is up to the discretion of Bergeron By Design to determine whether it is practical to repair or replace any and all parts due to defect or workmanship. This may or may not include the request of images or pictures of the products in question to determine the scope of the problem. Keekaroo is not liable for general, special, incidental or consequential damages to the Retailer.

All claims for damage, breakage or loss must be reported to the Shipper within 48 hours of receiving the product. Claims for missing parts or defective products must be made in writing to our returns department within 30 days from the invoice date.

Returns:

Merchandise may only be returned if defective or shipped in error. Merchandise may not be returned for any other reason. All returns are shipped at the Retailers expense, with the only exclusion being a warranty issue or defective product. No returns may be shipped or returned to the warehouse at Bergeron By Design without the prior issuance of a return authorization number, which must be clearly marked on each package. All merchandise returned shall be properly packed in

its original packaging and also be insured equal to or more than the purchase price. Any return received at the warehouse that is damaged in return shipping that is obviously the result of poor packaging will not be issued full credit. Any product received at the warehouse in excess of 30 days from invoice date will be subject to a 25% restock fee.

Internet Policy:

To ensure appropriate presentation of our Keekaroo Brand Products on your website, please contact Keekaroo for all your internet requirements. We will be happy to provide you with images, product details, product reviews and video downloads. The presentation on the Internet must be done in such a way that it conveys the image that our products are of quality design and function. All registered trademarks, logos, patented copyrights, images and written descriptions of products are the property of Bergeron By Design and must be used in accordance with the laws governing them.

Safety Standards:

We have a Product Development Team working tirelessly to bring you the best product solutions for your kids! All Keekaroo Brand Products were designed by our Creative Director, with the highest level of quality and safety in mind. All Keekaroo Brand Products are designed to the specifications of ASTM standards and JPMA Certified.

Shipping:

We use UPS for all of our shipping needs. We will be happy to bill your UPS account via 3rd Party Billing. Should you wish to take advantage of this service, please let your account manager know at the time you complete your Retail Application. If no UPS account is indicated on the application, all shipping costs will be invoiced directly to the Retailer at the time of shipment based on our shipping rates defined on our website.

All products are shipped from our warehouse location via UPS Ground, unless otherwise specified at the time the order is placed. All expedited shipments will be at the expense of the Retailer and will be required to be approved before the products will leave the warehouse. All products are insured up to the full amount of the purchase price on the Retail invoice.

A full explanation of UPS charges, including our rate schedule is available on our website.

International:

Keekaroo does not drop-ship internationally, therefore should you decide to provide this service to your own customers; it is recommended that you carry a small amount of inventory to expedite these orders yourself. If your Retail Location requires international shipping, we will be happy to drop-ship the products to you or to the freight forwarding address you provide. We will ship to Alaska, Puerto Rico and Hawaii for an additional charge, please call ahead for a quote.

Keekaroo has exclusive distribution partners in selected countries (see Administrative section once logged on). We reserve the right to deny sales to any country Keekaroo has signed an exclusive distribution contract with. This includes marketplace sites such as Amazon. Retailers found in violation of this policy will have their account suspended until the listings are corrected.

Contact Name	Signature	Date
I have read, understand and agree to all the terms and conditions of the Reseller Agreement. These details are subject to change and any time and Keekaroo reserves the right to change the policies and will notify retailers of changes via email and website.		