



## GOODS AND GIFT CARDS TERMS AND CONDITIONS

These Goods and Gift Card Terms and Conditions are part of the Master Agreement. These Goods and Gift Card Terms and Conditions set forth the terms and conditions under which Terryberry will provide tangible goods (“**Goods**”) and tangible or electronic gift cards (“**Gift Cards**”) to Customer, each party’s responsibilities hereunder, and the fees related thereto. If there is a conflict between the terms of this Exhibit B and the General Terms and/or this Exhibit, this Exhibit B shall govern with respect to the Goods and Gift Card Products described herein. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement. If Customer is located in the United States of America, these Goods and Gift Cards Terms and Conditions and the Master Agreement as it applies to this Exhibit shall be construed to be contracted solely by and between Customer and Terryberry Company, LLC. If Customer is located in the UK or EEA, these Goods and Gift Cards Terms and Conditions and the Master Agreement as it applies to this Exhibit shall be construed to be contracted solely by and between Customer and Terryberry Company Ltd.

### 1. PRICING AND PAYMENT OF FEES.

- 1.1. **Gift Cards | Non-Customized Goods.** Enrollment in Terryberry’s automatic payment program is required if Gift Cards and/or non-customized Goods are included in the awards catalog associated with an Order (an “**Awards Catalog**”). Upon execution of the General Terms and/or this Exhibit, the Customer shall deposit with Terryberry a minimum of \$10,000 to initially fund any Goods or Gift Card purchases by Customer’s employees, which shall be held by Terryberry (the “**Float Account**”). The amount of the Float Account requirement will be monitored regularly by Terryberry and Terryberry will notify the Customer if the Float Account deposit requirement needs to be increased if volumes dictate. If the Customer has less than \$10,000 in their Float Account at any given time, Customer hereby authorizes Terryberry up to \$5,000 without further authorization to replenish the Float Account. Terryberry reserves the right to stop processing Customer’s orders when there are not enough funds available in the Float Account to pay for any awards chosen by Customer’s employees.
- 1.2. **Prices and Included Goods.** The price charged for a Good or Gift Card will be listed in the order confirmation email. Prices shown do not include taxes or charges for shipping and handling or processing. All applicable taxes and charges, including any applicable processing fees, will be added to merchandise total and will be itemized in Customer’s invoice.
- 1.3. **Gold Market Price.** Custom manufactured items are quoted based upon the daily market cost of gold. If custom manufactured items are selected, the Parties shall reference the pricing table provided to Customer in the Order. Customer acknowledges that fluctuations in the gold market may cause this pricing component to fluctuate. The gold price shall be locked in when the order associated with the Order is submitted and processed.
- 1.4. **Tooling Die Charge.** If custom tooling is selected, Terryberry shall assess to Customer a one-time die charge to cut tooling necessary to manufacture award jewelry, payable in advance.

### 2. SHIPMENTS AND RETURNS

- 2.1. **Shipments; Delivery; Title and Risk of Loss.** Terryberry will arrange for shipment of the Goods to Customer. Customer will pay all shipping and handling charges specified during the ordering process including drop ship fees to residential addresses and any brokerage, duties and miscellaneous fees incurred. Title and risk of loss pass to Customer upon transfer of the Goods to the carrier/delivery. Shipping and delivery dates are estimates only and cannot be guaranteed. Terryberry is not liable for any delays in shipments.
- 2.2. **Returns - Non-Customized Goods.** Returns for any reasons unrelated to damaged/defects are not accepted. If a product is damaged/defective a claim can be filed for a replacement within 7 days (unless otherwise stated) of item delivery. To file a claim, Customer must email our Customer Service Department at [customerservice@terryberry.com](mailto:customerservice@terryberry.com) to obtain a Return Merchandise Authorization (“**RMA**”) number before shipping Goods. No returns of any type will be accepted without an RMA number. If product becomes defective after 7 days of item delivery the Customer will work with the product manufacturer to file a warranty claim.
- 2.3. **Returns - Customized Goods.** Customer may return any Goods to Terryberry that do not comply with the applicable Goods Warranties. Such returns shall be free-of-charge and shall be replaced, refunded, or credited as described below. Non-defective Goods which have been monogrammed, personalized or customized may not be returned. Terryberry will repair or replace any custom piece manufactured by Terryberry should any obvious defects arise. Items that have been damaged due to wear & tear beyond a reasonable amount will not be covered by this guarantee and any subsequent repairs or replacements will be charged to the Customer.

### 3. SIGNATURE AWARDS

- 3.1. **Signature Awards.** Signature Awards are pre-determined awards selected from each award level and labeled as a “Signature Award” on Customer’s AwardChoice website. If an employee’s AwardChoice passwords expires and

the employee has not chosen their award, then a Signature Award is ordered and shipped to the employee's home or office to recognize that employee. Signature Award Goods will be selected by Terryberry according to the award level unless the Customer has made a prior selection. Customer shall provide applicable employee information as requested by Terryberry to process the Signature Award.

**4. CUSTOM AWARDS**

**4.1. 3rd Party Custom Award Items.** When orders are placed for custom award items that are not being supplied by Terryberry, a minimum of \$3.75 processing fee will apply to each item being ordered.

**5. TOOLING DIE WARRANTY AND PROPERTY RIGHTS**

**5.1. Tooling Die Warranty.** With respect to Goods produced with custom tooling Terryberry warrants that the finished Goods will duplicate the artwork that Customer prepares and approves.

**5.2. Tooling Die Property Rights.** Die, cuts, molds, tools, hobs, templates, etc. produced by Terryberry and used in the manufacture of awards remain the property of Terryberry.