Trade Program Terms and Conditions

These Terms and Conditions and any other written materials provided to Member (as defined herein) from time to time (collectively, the "Terms and Conditions") sets forth the Terms and Conditions of the Trade Program of Euromarket Designs, Inc. d/b/a Crate & Barrel, CB2, and Crate & Kids (the "Company"). The Trade Program and the Terms and Conditions are subject to change from time to time at the Company's sole discretion.

Once eligibility is met, and subject to these Terms and Conditions, Members participating in this Trade Program will receive a membership discount on full-price merchandise purchased from Crate & Barrel, CB2, and Crate & Kids in the United States, excluding all Outlet locations. Rights and rewards under the Trade Program are non-transferable.

TERMS OF ELIGIBILITY

An applicant who meets the criteria will be eligible for participation in the 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 business or Company Website or Social Media Page
- 2. A completed and signed **Application**; and
- 3. Either: a) a copy of the applicant's **Business License**; or
 - b) a business tax identification number
- Members must present their Trade Program Member Number with identification at time of purchase.
- For members of our legacy trade sales groups and/or who were automatically enrolled in the Trade Program because they had made business purchases in the past, transacting with a Trade Program Membership Number constitutes agreement with these Terms and Conditions.
- For questions regarding a Member's status, please contact a Trade Program Specialist at 800.606.6498 or email trade.concierge@crateandbarrel.com.

MEMBERSHIP

- Member's name and business address must be provided on the application. Note: The eligible
 Member must be an individual and not a business or entity; multiple individuals employed by a
 single business or entity may apply individually by submitting individual application material and
 gaining approval, but the business or entity itself may not become a 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 their information by calling a Trade Program Specialist at 800.606.6498.
- A Member is the only person authorized to make purchases using his/her Member Number.
- The Company reserves the right to make all membership determinations at our sole discretion.
- · 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 and Conditions. 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 Trade Program Specialist at 800,606,6498.
- Lost or stolen membership numbers may be canceled and replaced at the Company's sole discretion. Please call a Trade Program Specialist at 800.606.6498 to request a new number.
- Company may discontinue program at any time and at Company's sole discretion.

DISCOUNT

- Eligible Members will receive a 20% discount on full-price merchandise in the Company's
 U.S. stores (excluding Outlets), catalogs or websites at the then-published retail price,
 subject to the Terms and Conditions available at crateandbarrel.com/tradeprogram. Discount
 is non-negotiable. Purchases made by any other person are not eligible for the discount.
- Discount is to be used for business purposes only. Using the discount for personal purchases is a violation of the Terms and Conditions.
- Discount is not applicable to 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 Trade Program.
- 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 is not eligible for discount.
- Prices for merchandise eligible for discount are set for each item and are non-negotiable.
- Merchandise eligible for discount is limited to the merchandise available for sale in the U.S. or through the Company's U.S. stores, websites and the Trade Program Service Department.

PURCHASE AND PAYMENT TERMS

- To make a purchase in stores, online or with the Trade Program Service Department, the Member must present his/her Trade Program Member Number along with an accepted form of picture ID (e.g., driver's license, state ID or passport).
- Member will be responsible for payment of any and all taxes, service 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 and approved to make a 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 Trade Program purchases.
- Tax-exempt Trade Program purchases must be made in stores or with a Trade Program Specialist.
- Taxes will be refunded on eligible orders once the bill of lading is provided.
- Members working with a non-profit client must have the client furnish required tax-exemption
 documentation and use the client's credit card or other legal tender for any tax-exempt
 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 Trade Program in the U.S. also may request a Member Number for use in Canada. Such Canadian Trade Program Membership, if granted, is subject to all Terms and Conditions applicable to the Trade Program in Canada, a current copy of which can be found at crateandbarrel.ca/tradeprogram.
- The Canadian terms are similar to those in the U.S., with a few differences, such as redemption locations.
- To request a Canadian Member Number, visit a Company store in Canada or email trade.concierge@crateandbarrel.ca with the following information: Member name, company name, U.S. Trade Program Membership Number and business phone number. Allow 2 to 4 weeks for processing.

COMMUNICATION AND PRIVACY

- Company may contact Members or businesses directly regarding changes to the Trade Program.
- As a Trade Program Member, Member will automatically be opted-in to receive Company emails for marketing purposes. Member may unsubscribe from marketing emails at any time.
- As a Member of our Trade Program, Member consents to the Company Privacy Policy available at crateandbarrel.com/privacy or cb2.com/customer-service/privacy-policy.

By completing and signing the accompanying Application and submitting the required eligibility documentation (as set forth in these Terms and Conditions), Member confirms he/she has read, understood and fully accepts and agrees to these Terms and Conditions.