



SMITTEN BABY INC. TERMS AND CONDITIONS

All sales made by Smitten Baby Inc. ("Seller") to you ("Customer") are governed by these Terms and Conditions of Sale unless otherwise indicated by Smitten Baby Inc. In writing.

PLEASE READ THESE TERMS AND CONDITIONS THOROUGHLY BEFORE PLACING AN ORDER. DO NOT PLACE AN ORDER UNLESS YOU UNDERSTAND THESE TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM. SMITTEN BABY RESERVES THE RIGHT TO AMEND OR MODIFY THESE TERMS AND CONDITIONS OF SALE AT ANY TIME AT ITS SOLE DISCRETION.

Sale is Contingent on Customer's Acceptance of Terms and Conditions.

Seller shall not accept Customer's purchase orders unless and until Customer consents to these Terms and Conditions of Sale. These Terms and Conditions of Sale (as set forth on this website) supersede the terms and conditions of Customer's purchase order (s) and will govern all transactions between Customer and Seller. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Seller and Customer.

Payment Terms

Seller ships orders COD, or accepts cashier's check made out to Smitten Baby Inc. We also except payments made by PayPal, Visa, MasterCard or American Express. Company checks will be accepted only with pre-approved credit. Net terms will be accepted with pre-approved credit upon credit terms determined by Seller. Customer will be charged a \$30 service charge for any returned check. Pre-paid orders will be charged in full upon first shipment, even if multiple shipments may occur. Credit card orders will be charged before shipment. COD orders in excess of \$2,000 require payment by certified funds.

Shipping

Customer is responsible for all shipping and freight charges, FOB Seller's warehouse. Customs' brokerage for international orders is Customer's sole responsibility. Orders received prior to 4:00 PM (Eastern Standard Time) will be the following day, subject to availability. Delivery times will depend on your choice of carrier and shipment method. Inventory will fluctuate on seasonal items. UPS, Federal Express or Purolator normally ships orders. Seller will ship using a carrier designated by Customer upon request. Seller will not be responsible for shipping delays caused by a carrier. Customer must notify Seller at time of purchase if a signature is required for residential deliveries. Seller is not liable for any lost or stolen goods that are delivered to a residence without requiring a signature.

When the Customer chooses "ship my items as soon as they become available" at time of checkout, and a mixture of in-stock and back-ordered items have been ordered, Smitten Baby will ship twice on a single order. The first shipment will consist of in-stock times available at the time the order is placed. The second shipment will not occur until all back-ordered line items are in stock. Customer is responsible for the additional shipping charges incurred by receiving multiple shipments.

Default

It is understood that should Customer become delinquent in payment, no further credit will be extended. Seller may, at its sole discretion charge Customer interest on all overdue amounts at the rate of 1% per month (18% per annum), or the maximum amount allowed by law, whichever is lesser. Customer will also be responsible for and shall reimburse Seller for any collection agency fees up to 30% of the balance owed and reasonable attorneys' fees in the amount of 15% of the balance owed, and all other costs and expenses which may be incurred by Seller in the enforcement of these Terms and Conditions of Sale. If Customer's account is insured and Customer's account is turned over to a receivable insurance company for a claim, Seller can also charge Customer an additional 30% of the past due balance. Customer acknowledges that these charges, fees, and expenses are reasonable under the circumstances as an estimate of the damages Seller is likely to suffer if Customer defaults in its payment obligations.

Notice of Defects

Customer is responsible for inspecting the merchandise upon receipt. Customer shall notify Seller in writing WITHIN 7 DAYS OF CUSTOMER'S RECEIPT OF THE MERCHANDISE of any claims for damages resulting from late delivery or any defect in the merchandise discovered by Customer, including, without limitation, claims related to shortages, quality, or specification. Seller shall not be responsible for shortages when shipments are directed to a third party other than Customer. UNDER NO CIRCUMSTANCES WILL SELLER ACCEPT CLAIMS OR RETURNS OF MERCHANDISE WHICH HAS BEEN ALTERED OR MODIFIED IN ANY MANNER.

Returns and Cancellations

Authorized returns and exchanges must be postmarked within 7 days after Customer's receipt of merchandise. All returns and exchanges will be subject to a 15% restocking fee in addition to freight and COD charges. No order can be cancelled once it has been entered into production. Customer will be responsible for all freight and shipping charges on items returned that are not the result of Seller's error. All sales are final on discontinued and/or overstock items; Seller will not accept returns on these items under any circumstance.

Customer will receive a credit posted to its account for any such return once it is received and checked in by Seller's warehouse. Please allow 5 to 7 business days for credit posting. Unused Customer credits shall expire one (1) year from the date the credit is posted to Customer's account.

Obtaining Return Authorization

In each shipment, a "Return Form" is provided for Customer's convenience. Send your return to us via UPS or Federal Express to the following address:

Smitten Baby Inc.
555 Richmond Street West
Toronto, Ontario
Canada M5V 3B1

Customer Acceptance of Late or Defective Merchandise

Customer's failure to provide written notice of a claim, as set forth in these Terms and Conditions of Sale, shall constitute a waiver of any claim Customer may have for damages resulting from such defects, including late delivery.

Prices, Quantities, Styles, Colors

Prices are subject to change without notice. All merchandise will be shipped at the prices in effect at the time of shipping. Smitten Baby Inc. reserves the right, at its sole discretion, to change or discontinue styles, colors, or sizes. All orders are subject to availability. There will be a 6% GST tax added on to all orders.

Promotional Codes, Coupons, Discounts

Discounts can not be combined with any other promotional offer at time of redemption, nor can they be applied to previous purchases or gift certificates. Discount does not apply to tax, shipping and handling, or similar processing charges. Original discount amount will be deducted from the value of all returned items purchased with a discount at time of purchase (e.g. promotional codes, coupons, etc.).

DISCLAIMER OF WARRANTIES

SELLER CANNOT GUARANTEE VARIANCES IN COLOR, SHADE, SIZE AND CONSTRUCTION OF STOCK MERCHANDISE. SELLER HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED FROM ANY AND ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER AND SHALL NOT APPLY TO THE MERCHANDISE SOLD BY SELLER.

LIMITATION ON LIABILITY

CUSTOMER ACKNOWLEDGES THAT SELLER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), OR PERSONAL INJURIES OR DEATH RESULTING FROM USE OR SALE OF THE SELLER'S MERCHANDISE.

No Liability for Outside Vendors

Seller shall not be liable for any work performed by any third party vendor referred by Seller and hereby waives any right to assert any claim against Seller for work performed by any other third party or vendor, including but not limited to claims for negligent referral, agency, or respondent superior.

Customer's Credit Worsens

Seller has the right, in addition to other remedies provided by the law, to terminate any delivery or suspend further deliveries of other shipments in the event Customer fails to pay for any shipment when the same becomes due. Should Customer's financial condition become unsatisfactory to Seller, in Seller's sole discretion, Seller may require cash payments in advance or other security satisfactory to Seller prior to shipment of merchandise.

Jurisdiction/Governing Law

Seller is headquartered in the Province of Alberta, Canada. These Terms and Conditions of Sale shall be governed by and interpreted under the laws of the Province of Alberta (without regard to its conflicts of laws principles) and the federal laws of Canada. If any provision of these Terms and Conditions of Sale is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Use, which shall remain in full force and effect.

Customer expressly agrees that exclusive jurisdiction for any dispute with Seller, or in any way relating to these Terms and Conditions of Sale, resides in the courts of the Province of Alberta and you further agree and expressly submit to the personal and exclusive jurisdiction of the courts of the Province of Alberta in connection with any such dispute including any claim involving the merchandise or Seller or its affiliates, subsidiaries, employees, contractors, officers, directors.

Force Majeure

Neither Buyer nor Seller shall be liable to the other for delays in performance of its obligation hereunder caused by acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under these Terms and Conditions of Sale, in whole or in part.

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All trademarks, service marks, and trade names are proprietary to Smitten Baby Inc. or the other designated owner of a posted mark. Elements of this website are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

Miscellaneous

These Terms and Conditions of Sale constitute the entire agreement between Seller and Customer, superseding any prior agreements between Customer and Seller. The failure of Seller to exercise or enforce any right or provision of these Terms and Conditions of Sale shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms and Conditions of Sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms and Conditions of Sale are for convenience only and have no legal or contractual effect.

Questions and Comments

Thank you for reading and agreeing to these Terms and Conditions of Sale.

Please direct any questions or comments regarding the Terms and Conditions of Sale by electronic mail to [info @ smittenbaby.com](mailto:info@smittenbaby.com) or by standard mail to Seller at the following address:

Smitten Baby Inc.
555 Richmond Street West
Toronto, Ontario
Canada M5V 3B1

live life. love life.



PRICING

Item Description	Wholesale Price	Suggested Retail Price
Vintage Destroyed Toddler Tee (all sizes)	\$18.00	\$36.00
Burnout Toddler Tee (all sizes)	\$18.00	\$36.00
Smitten Baby Onesie (all sizes)	\$18.00	\$36.00
Smitten Maternity Tee (all sizes)	\$27.00	\$54.00
Smitten Daddy Tee	\$27.00	\$54.00
Smitten Baby Bottle (all designs)	\$8.00	\$16.00