

TERMS AND CONDITIONS

Mark Dinges Inc. dba California Creations

This Agreement ("Agreement") is entered into between Mark Dinges Inc., doing business as California Creations ("California Creations") and the primary user identified below ("User"), whether acting individually or on behalf of a company, corporation, or other legal entity ("Company").

1. Website Account Access Authorization

The User represents and warrants that they are fully authorized to access and use this account and to bind themselves and/or the Company to this Agreement.

The User is authorized to:

- Access and view account information;
- Modify account details and payment methods;
- Place, modify, or cancel orders.

All actions taken through the account shall be deemed authorized and binding upon the User and/or Company.

2. Account Responsibility and Security

The User assumes full responsibility for:

- All activity conducted under the account;
- Maintaining confidentiality of login credentials;
- Any additional users granted access.

The User and/or Company shall be fully liable for any unauthorized use resulting from failure to secure account credentials.

3. Business Representation

The User represents and warrants that:

- All purchases are for legitimate business purposes, including resale;
- The User and/or Company holds all required licenses, permits, and resale certificates;

- The User is in compliance with all applicable laws and regulations.

All product designs, images, trademarks, and content remain the exclusive intellectual property of California Creations.

4. Order Terms

- Minimum order: \$100
- Reorders: \$100
- All orders are shipped FOB origin.
- Purchaser is responsible for all shipping charges, duties, taxes, and fees.

5. Shipping, Risk of Loss, and Claims

Risk of loss transfers upon shipment. Claims must be made within 3 days of receipt.

6. Returns and Restocking

No returns without authorization. Refused shipments incur freight + 25% restocking fee.

7. Sales Restrictions

No third-party marketplaces without approval. No repricing tools or auctions.

8. MAP Policy

No advertising or selling below MAP pricing.

9. Pricing and Errors

Prices subject to change. Orders may be canceled or corrected.

10. Product Safety and Compliance

Products are toys and must comply with CPSIA, FHSA, Prop 65, etc.

Warning: Choking Hazard – Not for children under 3 years.

11. Limitation of Liability

Liability limited to purchase amount.

12. Indemnification

User agrees to indemnify California Creations from all claims.

13. Right to Refuse

California Creations may refuse or terminate accounts at its discretion.

14. Governing Law

California law applies. Venue: Orange County, CA.