



## Learning Curve Brands, Inc. 2009 SALES POLICY

### **Merchandise and Territory**

This sales policy applies to the complete Learning Curve product line sold to all North American independent specialty and hobby resellers.

### **Effective Date**

January 1, 2009 through December 31, 2009

### **Ship Date**

Product ships as available, as solely determined by Learning Curve Brands, Inc.

### **Pricing**

Pricing is based on published 2009 price lists, all of which are subject to change without notice.

### **Order Terms**

- Minimum order: \$250, must be in case quantities
- Net 30 days with approved line of credit for orders up to \$1,999
- Net 60 days with approved line of credit for orders of \$2,000 or more.
- Net 90 days with approved line of credit for orders of \$5,000 or more.
- 2% DFI discount for orders of \$5,000 or more.
- 4% DFI discount for orders of \$10,000 or more.

### **Freight Terms**

Orders of \$2,000 or more per shipping location qualify for free freight allowance (FFA) on standard ground shipments, when invoices are paid in full on, or before, the due date. The oldest invoices on the account must be paid first to qualify for free freight. Freight must be deducted at the time of payment for the applicable invoice. Customer is responsible for full payment of expedited shipping costs.

Qualifying orders to Alaska will be free freight to a designated consolidator in Seattle, WA; orders to Hawaii will be free freight allowance when shipped to a designated consolidator in Los Angeles, CA.

If the customer chooses a carrier resulting in freight charges higher than had the RC2-chosen carrier been used, the customer will be assessed the additional charge.

### **Credit Terms**

- All resellers paying for invoiced merchandise with a credit card will have their cards charged at the time of shipment.
- Customers with annual shipments less than \$2,500 must pay with a credit card at the time of shipment, or pay cash in advance. New customers will also be required to pay with a credit card at the time of shipment, or pay cash in advance for all orders until their cumulative year-to-date purchases total \$2,500. Once \$2,500 in shipments has been paid for, customer may apply for credit terms.
- All invoices are subject to 1½ % per month service charge on invoices not paid within stated terms.

**Minimum Opening Order**

- Thomas Wooden Railway minimum open order = \$1,500

**Shipment Terms**

FOB any RC2 warehouse

**Advertising Allowance**

**Not available.**

**Advertising Materials**

Sales collateral is available in reasonable quantities on a “no-charge” basis. Images and trademark form logos are available for download on myRC2.com. Digital images of most items can be obtained upon request. Contact your sales representative for details.

**Terms & Conditions**

All orders are subject to the RC2 Terms and Conditions statement, Reseller Policy, and the above Sales Policy. These statements may all be read on the RC2 website: <http://www.rc2corp.com/>, or a copy may be ordered by calling RC2 Customer Service at 563-875-5628. No reseller, agent, or employee is authorized to make any modification, extension, or addition to these terms and conditions. RC2 will not respond to any third party requests for information regarding a customer's available advertising funds.