

be
made

Wholesale Agreement and Terms
of Sale Revised September 25, 2017



Dear Potential bemade Retailer,

Thank you for your interest in bemade. Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete and sign the application below. We appreciate your interest and look forward to hearing from you soon.

Sincerely,

Sean Bellamy
Creative Director

Wholesale Agreement and Terms of Sale

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

MINIMUM ORDER REQUIREMENTS

bemade offers two Wholesale Account purchase options, based on volume, as outlined below. Once you establish your account at a certain level, you may change your Wholesale Account level by making the minimum initial order at the level required for the desired Wholesale Account. All subsequent orders must then match the minimum reorder for that level.

| | Level 1 | Level 2 |
|---------------------------|---------|---------|
| Minimum order (per color) | 20 | 50 |
| Cost per piece | 45.00 | 40.00 |
| Subsequent Order | 10 | 10 |

Products or goods purchased from bemade shall only be sold at the manufacturer's suggested retail price (MSRP) of 75.00. In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than 15% (\$63.75) below MSRP. Permission for special sale events beyond the 15% discount by the Wholesale

Account must be requested in writing to bemade and will typically be granted on a semiannual basis.

WEB COMMERCE

No products or goods purchased from or produced by bemade shall be resold by or through any on-line auction or online store (such as Ebay, Amazon or other similar sites) without the express, written authority of bemade. If Wholesale Account is planning to sell products produced by bemade in an online marketplace/store, it must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by bemade.

PRODUCT IMAGES

bemade will make available images that you might require for your print and online presence. Should you require any additional images, please contact us. Any imagery you provide yourself must be approved prior to use.

RESELLING TO WHOLESALE ACCOUNTS

Any Wholesale Account who distributes bemade goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

PAYMENT METHODS

At this time, bemade is not extending credit terms. All orders must be accompanied by pre-payment. We accept credit card payment online via our website.

PACKAGING

All products come in bemade packaging .

SHIPPING/HANDLING

Items will not be shipped until full payment is received. No COD orders. We use USPS, FedEx, or UPS Ground shipping, based on cost affordability, unless you specify/request a quicker mode of shipping. On all orders, we include the cost of packaging materials and handling fees in your shipping total.

SHIPPING ERRORS, RETURNS, AND WARRANTY

Order errors must be brought to bemade Customer Service attention within 5 business days of receipt of shipment. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to printing or manufacturing defects during the first 90 days, we will work with you to find a resolution.

MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that bemade makes no warranty, express or implied, as to the merchantability of bemade products. Wholesale Account also agrees that bemade is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies bemade for any legal actions that emanate from such actions. bemade reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship. Confirmation of Agreement to Policies, Terms & Conditions I agree that I will not file a chargeback with my issuing bank and understand in doing so I give bemade the right to take legal action to enforce these conditions. In the event bemade must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees. I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.

I have reviewed and understand bemade policies and procedures for payment and shipping as well as all terms and conditions. I authorize bemade to keep this agreement on file and apply these policies to all future transactions made between bemade and myself. Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below: Print Full Name:

_____ Title: _____

Company: _____

Signature: _____ Date: _____

Please fax or email entire signed contract to: bemadebyb@gmail.com
Keep a copy for your own records. Thank You!