

Oh Sheetz

Wholesale Agreement

Please review this document and digitally sign using the link sent to you, or sign and date a hardcopy and send it to wholesalesupport@ohsheetz.com. Wholesale orders will not be processed until this form has been received.

All sales made by Oh Sheetz (“Seller”) to you (“Customer”) are governed by these Terms and Conditions of Sale unless otherwise indicated by Oh Sheetz in writing. Please read these Terms and Conditions thoroughly before submitting an application or an order for wholesale pricing. Do not submit the Wholesale Application unless you understand these Terms and Conditions and agree to abide by them. The Seller reserves the right to amend or modify these Terms and Conditions of Sale at any time at its sole discretion. Seller shall not accept Customer’s purchase orders unless and until Customer consents to these Terms and Conditions of Sale and completes the Wholesale Application. These Terms and Conditions of Sale as set forth in this document 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.

Terms and Conditions of Sale

Distribution Grant

Seller hereby grants to Customer and Customer hereby accepts from Seller the non-exclusive right to distribute Oh Sheetz products subject to all Terms and Conditions set forth in this Agreement.

Customer shall not, directly or indirectly, including through any agents, distribute, market, sell or solicit orders for any Oh Sheetz product on any of the Amazon selling platform, including but not limited to Amazon.com, Amazon.ca, and Amazon.co.uk. Customer further covenants and agrees not to distribute, market or sell Oh Sheetz product to any person if the Customer knows or has any reason to believe that Oh Sheetz product will be resold by such person, directly or indirectly, on any of the Amazon selling platform, including but not limited to Amazon.com, Amazon.ca and Amazon.co.uk.

Original Order Minimum

For the duration of this contract, no order minimum is required for Customers. As such, there is also no required reorder minimum.

Payments

Seller accepts major credit cards and money orders. Seller will accept PayPal. Customer may not utilize lending or financing programs, such as Klarna, to pay for Customer orders. Net 30 Invoicing may become available to Customer upon request, following consideration by Seller.

Shipping

Orders will be shipped by the Seller via UPS, FedEx and/or USPS. Alternatively, orders may be shipped by any method arranged for by the Customer. Orders placed without “rush” or “expedited” shipping requests will be shipped within 24 to 48 hours dependent upon stock status following receipt of payment. Backorders will require additional time and can be estimated at the Customer’s request on a

case-by-case basis. Orders placed with “rush” or “expedited” shipping will be shipped within 12 hours dependent upon stock status. Seller will not be responsible for shipping delays caused by a carrier.

Shipping Charges

Customer acknowledges that shipping charges will be placed on all items purchased from Oh Sheetz and that these shipping charges are subject to change at any time. Customer and Seller agree that shipping charges shall be reduced by 50% for any purchase of 8 or more items in a single purchase order being shipped to the Customer. Customer and Seller agree that in the event that a single purchase order amount is equivalent or more than \$1400, Seller shall provide shipping free of charge as long as the destination address is within in the continental United States and that the Customer’s account is in good standing with the Seller.

MSRP and MAP Pricing

Customer acknowledges the existence of a Minimum Advertised Price (“MAP”) and Manufacturer Suggested Retail Price (“MSRP”) for all items sold by Oh Sheetz. Non-compliance of MAP pricing may result in the immediate deactivation of the Customer’s wholesale account with the Seller.

Taxes and Expenses

Customer agrees to pay all taxes, including but not limited to use taxes, and all other expenses owed in connection with the sale of the product to its customers. Customer warrants that all products purchased from Seller are for resale purposes and not for personal use. Resale Certificates are required to be submitted by the Customer for any Customer operating and having shipments received in New York.

Authorized Dealer Visibility

Upon agreement of the Terms and Conditions of Sale and successful submittal of Dealer Application, Customer shall become an Authorized Dealer of Oh Sheetz. Customer acknowledges that the Seller may place the Customer business name, address, contact information and Customer logo on the website of the Seller or in marketing materials by the Seller in an Authorized Dealer listing to indicate the Customer is an Authorized Dealer for Oh Sheetz products. Customer may request changes to the published details in writing. Upon termination of a relationship between Customer and Seller, the Authorized Dealer listing containing the information of the Customer shall be removed permanently from the Oh Sheetz website and any marketing materials.

Notice of Defects

Customer is responsible for inspecting the merchandise upon receipt. Any merchandise with visible damage must be noted to the delivery service upon receipt by the Customer. Customer shall notify Seller in writing within five days of Customer’s receipt of merchandise of any claims for damages resulting from 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 the 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.

Obtaining Return Authorization

After receipt and verification of a Customer's claim of defective merchandise, Seller will contact Customer directly to offer an account credit, a refund, a replacement, or other type of restitution not named here. Seller may request that the defective products be shipped back to Seller prior to the restitution being completed.

Changes to Prices and Products

Prices are subject to change without notice. All merchandise will be shipped at the prices in effect at the time of order placement. The Seller reserves the right, at its sole discretion, to change packaging and any included documentation. All orders are subject to availability.

Confidentiality

Wholesale prices and pricelists of the Seller's products is confidential, and for the use of the Customer only. Publishing or revealing the wholesale pricing of the Seller's product line outside of the business of the Customer is strictly forbidden without prior written consent from the Seller. Failure to preserve the Seller's confidentiality in its wholesale pricing will result in the immediate and permanent termination of wholesale status of the Customer. The Seller reserves the right to seek compensation for any loss or damages that would result from any breach of confidentiality.

Termination

The Wholesale Agreement may be terminated by either party at any time and for any reason upon the giving of thirty (30) days prior written notice to the other party.

Limitation of Liability

Customer acknowledges that the 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.

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.

Jurisdiction / Governing Law

Seller is headquartered in Watertown, New York, United States. These Terms and Conditions of Sale shall be governed by and interpreted under the state laws of New York and the federal laws of the United States of America. 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 state of New York and Customer further agrees and expressly submits to the personal and exclusive jurisdiction of the courts of the state of New York in connection with any such dispute including any claim involving the merchandise or Seller or its affiliates, subsidiaries, employees, contractors, officers or directors.

Use of Materials

All materials published on the Oh Sheetz website, packaging and promotional materials (including but not limited to articles, photographs, images, illustrations, audio clips and video clips) are protected by copyrights which are owned and controlled by Oh Sheetz or the party credited as the provider of the material. The entire contents of these documents are also copyrighted as a collective work under the United States copyright laws and the selection, coordination, arrangement and enhancement of any content are protected by copyright. No material from this website or any website owned, operated, licensed, or controlled by Oh Sheetz, product packaging, or any promotional documentation may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You acknowledge that you do not acquire any ownership rights by downloading, printing or reproducing any copyrighted material. The use of any such material on any other website or networked computer environment is prohibited. All trademarks, service marks, and trade names are proprietary to Oh Sheetz or the other designated owner of a posted mark.

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 or 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.

Samples

Oh Sheetz will consider free sample requests on a case-by-case basis for interested businesses. Free samples will be sent to potential wholesale accounts at the sole discretion of Oh Sheetz. Sample recipient must prove they are a legitimate business prior to shipment of samples. Sample items may be substituted at the sole discretion of Oh Sheetz.

Acceptance of Wholesale Terms and Conditions of Sale Agreement

Your signature below indicates acceptance of the Wholesale Agreement outlined above, including all Terms and Conditions of Sale.

Name: _____

Signature: _____

Role in Company: _____

Company: _____

Company Address:

Date: _____