



11711 Coley River Circle, Suite 11, Fountain Valley, CA 92708 - (949) 228-9715 FAX: (949) 333-0906
email: newaccounts@blackwidowexhaust.com

WHOLESALE AGREEMENT

“Reseller” refers to the individual or company acting as and requesting product from Black Widow product for resale.
“Black Widow” refers to Black Widow Performance, Inc. and Black Widow Exhaust. In signing this document, you agree to
the following terms:

- 1. Reseller must provide signed agreement and Resale Permit number or a copy of Resale Permit.
2. U.S. Resellers must pay 60% of order subtotal on all orders over \$500 prior to Black Widow shipping product. Resellers outside of the United States must pay 100% of invoice prior to Black Widow Shipping product.
3. Shipping, handling and customs fees are the responsibility of the Reseller.
4. Black Widow will dropship on a “per-order” basis. Each dropship order will be charged a 5% dropship fee (based on the subtotal of the invoice).
5. Freight shipments will be charged a 1% handling fee based on the subtotal of the invoice.
6. Upon acceptance of this agreement, Reseller will be provided a Wholesale Discount based on quantities ordered (See Part/Price Sheet for discount breakdown). Reseller will have 30 days to pay the remainder of their invoice after it is billed. Payments not received after 90 days of invoice date will be submitted to Collections.
7. Black Widow will accept the following forms of payment: Check, Money Order, Visa, Mastercard, American Express and Pay-Pal. Upon request, Black Widow will keep the Reseller’s credit card information on file to charge when required.
8. Prices are subject to change with a 30-day written notice (email or hard copy).
9. Products are guaranteed to be free from defects. Damaged products due to manufacturer defect will be accepted for return (See Limited Lifetime Warranty).
10. Returned products, not subject to warranty replacement, will be charged a 10% inspection, re-package and re-stock fee.
11. If a product is defective, Black Widow requires a photo or video of the issue for review sent to warranty@blackwidowexhaust.com. After review and approval, reseller should send an RMA (Return Merchandise Authorization form) to warranty@blackwidowexhaust.com. A credit will then be issued and replacement sent to Reseller or directly to the customer. Return of faulty product is not required by Black Widow Exhaust - unless requested.
12. Wholesale pricing does not apply to Black Widow’s promotional items (clothing, stickers, hats, banners, etc...).
13. Black Widow prohibits the sale of Black Widow product on the “Marketplace” (i.e eBay, Amazon, Etsy, etc...) by any reseller or any other online store that is not a direct online store connected to the Reseller’s website. Doing so gives Black Widow the right to block all “Marketplace” sales that include Black Widow product. Black Widow reserves the right to terminate this Wholesale Agreement with the Reseller if compliance is not met.
14. Either party can terminate this agreement with a 30-day written notice (email or hard copy) to accounting@blackwidowexhaust.com
15. MAP (Minimum Advertised Price) - Reseller is required to advertise Black Widow products at FULL RETAIL as to not compete with Black Widow’s online sales and other Reseller sales. (See Part/Price Sheet for Retail Pricing). Reseller can, at any time, advertise promotional discounts with Black Widow products. A promotional discount is described as a temporary percentage or amount subtracted from the full retail price (no more than 20%) and should be advertised as such - along with an end date or time period lasting no longer than 30 days. Any Reseller that does not display promotional discounts as described above or, if Black Widow determines that the Reseller is competing in a manner that creates a conflict for any reason, Black Widow can terminate this Wholesale Agreement immediately.
16. Reseller will not alter or manipulate the Black Widow logo, product images or descriptive content in any way that misrepresents Black Widow’s name, products and trademarks. Doing so will terminate this Wholesale Agreement.
17. This Wholesale Agreement is enforceable by the state of California and shall be governed by, and construed in accordance with, the laws of the state of California. Each party consents to the jurisdiction and venue of the Superior Court for the County of Orange, State of California, or the appropriate United States District Court in Orange County, California for any action arising

Signature

Date

Please sign and fill out page 1 and 2 of this form.

Print Name

Business Name



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WHOLESALE AGREEMENT
(CONTINUED)

The information below will be used for billing.

Accounts Payable Contact Name: _____

Accounts Payable Phone Number: _____

Accounts Payable Email Address: _____

Invoices will be sent to the Accounts Payable email address above shortly after each order. Please check your junk mail periodically to ensure emails from "accounting@blackwidowexhaust.com" have been received and to avoid issues with your account.

The information below will be used for your account and for your listing on our website.

Company Name: _____

Company Address: _____

Company Phone Number: _____

Email Address: _____

Business website address or Facebook page (if available):

Please sign and fill out both pages and fax, mail or email back to the information at the top of the page.