11711 Coley River Circle, Suite 11, Fountain Valley, CA 92708

(949) 228-9715 FAX: (949) 333-0906

Info@BlackWidowExhaust.com

Wholesale Agreement

NOTE: “Reseller” refers to the Company/Individual receiving or requesting product from Black Widow for resale. “Black Widow” refers to Black Widow Performance, Inc. and Black Widow Exhaust.

1. Reseller must fill out all requested information on the Resale Certificate provided.
2. Reseller will be responsible for all shipping and customs fees – unless otherwise agreed upon.
3. Reseller must pay 50% on orders sub-totaling over $5,000.00 prior to delivery.
4. Black Widow, upon request, will dropship on a “per-order” basis. All dropship orders will be charged a 5% dropship fee.
5. Freight shipments will be charged a 1% “Handling” fee.
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 after each invoice 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, Visa, Mastercard, American Express and PayPal
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. Only damaged products due to manufacturer defect will be accepted for return. (See Limited Lifetime Warranty).
10. All returned products will be subject to a 10% inspection and restocking fee (unless a manufacture defect is found).
11. If a product is defective, Black Widow requires a photo/photos of the issue for review to accounting@blackwidowexhaust.com. After review and approval, reseller should send an RMA (Return Merchandise Authorization form) to accounting@blackwidowexhaust.com so that a credit can be issued.
12. Wholesale pricing does not apply to Black Widow’s promotional items (clothing, stickers, hats, banners, etc...).
13. Either party can terminate this wholesale agreement with a 30-day written notice (email or hard copy) to accounting@blackwidowexhaust.com
14. MAP (Minimum Advertised Price) - Reseller is required to advertise Black Widow products at FULL RETAIL price as to not compete with Black Widow’s online, wholesale and distributor pricing. (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.
15. 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.

Signature Date

Print Name

Accounts Payable Contact (Name/Email)

Company Name

Address

Phone