



RESELLER AGREEMENT

“Reseller” refers to the company selling Black Widow Exhaust products. “Black Widow” refers to Black Widow Performance, Inc. and Black Widow Exhaust. In signing this Agreement, you agree to the following terms:

- MARKETPLACE SALES:** Black Widow prohibits the sale of product on and through any 3rd party Marketplace store (i.e. Amazon, eBay, Facebook, etc...). Should Black Widow determine that Reseller is selling on ANY 3rd party channels, Black Widow will require the Reseller to removehas the right to cancel this contract with Reseller immediately.
- PAYMENT TERMS:** Upon acceptance of this agreement, Reseller will be provided a Price Sheet (See Part/Price Sheet for discounting). Reseller will be charged a 10% late fee (based on the subtotal of each invoice) after 30 days of payment due. Future orders will be put on hold until all past due payments have been made. If payment has not been received after 60 days, invoices will be sent to Collections. Payments can be made via check, money order, wire, credit card, ACH and EFT payments.
If not ordering directly off of our website, Reseller will be required to pay 60% up front on all orders subtotalling \$500 or more prior to orders being shipped. After 1 year, Reseller accounts will be reviewed for conversion to Net 30 payment terms. Non-U.S. Resellers are required to pay 100% of their order (including shipping) prior to order shipment.
- ITEMS ON BACK ORDER:** Any items on back order will be communicated to Reseller shortly after a PO is received. In stock items will be sent and invoiced separately from back ordered items (unless Reseller requests order to be shipped when complete). Items on back order are reflected on our website as well.
- SHIPPING:** Unless otherwise agreed upon, shipping, handling and customs fees are the responsibility of the Reseller. Reseller can provide carrier account information for Black Widow to use or Black Widow can determine carrier and fees.
- HANDLING FEE:** All freight shipments will incur a 1% handling fee based on the subtotal of each invoice.
- DROP SHIP:** Black Widow will drop ship on a “per-order” basis. A 5% drop ship fee will be charged (based on the subtotal of each invoice) and reflected as a separate line item on each invoice.
- PLACING ORDERS:** When placing orders, PO’s should be sent to orders@blackwidowexhaust.com. Please refer to our website for items on backorder. In-stock items and quantities of order will be confirmed upon receipt of PO.
- PRICING:** Product pricing is subject to change with a 30-day written notice (email or hard copy) from Black Widow.
- WARRANTY:** Products are guaranteed to be free from defect(s). If defect(s) are found or returned to Reseller, Reseller must return defective products to Black Widow to be considered for warranty replacement. Damaged products due to defect will then be inspected and Reseller issued credit after approval. See “Warranty” at “https://blackwidowexhaust.com/technical/warranty”.
- MAP (Minimum Advertised Price):** - Resellers are required to advertise Black Widow products at MAP as to not compete with Black Widow’s direct sales. 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 may terminate this Agreement immediately. A promotional discount is described as a temporary percentage or amount subtracted from the MAP (no more than 20%) and should be advertised as such - along with an end date or time period lasting no longer than 30 days.
- MISREPRESENTATION:** 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 or trademarks and copyrights. Doing so will terminate this Agreement and may lead to further legal action.
- TERMINATION:** Either party can terminate this Agreement with a 30-day written notice (email or hard copy) to info@blackwidowexhaust.com.

This 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 from or in connection with the interpretation or enforcement of this Reseller Agreement.

Print Name

Company Name

Signature

Date

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



RESELLER AGREEMENT
(CONTINUED)

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.

Reseller Name: _____

Shipping Address: _____

Years in Business: _____

Contact or Rep Name: _____

Contact or Rep Phone Number: _____

Contact or Email Address: _____

Please sign and fill out both pages and email or fax back to the information below.

11664 Coley River Circle, Fountain Valley, CA 92708 - (949) 228-9715 FAX: (949) 333-0906
email: info@blackwidowexhaust.com