

Online Sale of Goods Agreement

BLACK WIDOW PERFORMANCE, INC./
DBA BLACK WIDOW EXHAUST

1 of 2 pages

This contract for the Online Sale of Goods is entered into as of _____(date), by and between BLACK WIDOW PERFORMANCE, INC. (Black Widow Exhaust/Seller) and the reseller _____ (the "Reseller").

The Reseller listed in this agreement agrees as follows:

1. Reseller will purchase automotive mufflers, exhaust kits, tubing, and other merchandise manufactured, designed by and produced by Black Widow Exhaust for resale from either a Distributor or Black Widow Exhaust directly to resell for profit on the Amazon marketplace and/or other online marketplace stores.
2. Goods are to be resold under the Black Widow Exhaust's MAP guidelines. MAP guidelines will be strictly enforced by the Black Widow Exhaust. Black Widow Exhaust will be responsible for maintaining correct pricing through its own Amazon and website. If Black Widow Exhaust determines that the Reseller is selling for under MAP pricing, Black Widow Exhaust can cancel this contract with Reseller at any time and request that all Black Widow Exhaust products be removed from the Reseller's Amazon store or other online stores immediately.
3. Reseller is expected to conduct business in a prompt and respectful manner to its customers as if to represent Black Widow Exhaust directly. If Black Widow Exhaust determines that its products are being poorly represented by the Reseller in any manner, Black Widow Exhaust has the right to cancel this contract with the Reseller, stop all sales and request that all Black Widow Exhaust product be removed from the Reseller's Amazon store or other online stores immediately.
4. Items on back order or out of stock are not the responsibility of Black Widow Exhaust to communicate to Reseller. Items listed by Reseller must be available for sale. If Black Widow Exhaust determines that products are being sold but not available, Black Widow Exhaust has the right to cancel this contract with the Reseller, stop all sales and request that all Black Widow Exhaust product be removed from the Reseller's Amazon store or other online stores immediately and the Reseller will be reported.
5. If listed for resale on any online store or printed materials, names of and descriptions of Black Widow Exhaust's products listed must reflect exactly the descriptions on Black Widow Exhaust's web site and branding

guidelines. Black Widow Exhaust must be notified to approve any change(s) requested by the Reseller prior to altered content going live or being printed.

- 6. Black Widow Exhaust products being sold by Unauthorized Resellers will be removed from Amazon and other marketplace online stores.

The Reseller hereto agrees to the foregoing as evidenced by their signature below.

Reseller Amazon Store Name and Web Address

Additional Online Store Names and Web Address

Additional Online Store Names and Web Address

Additional Online Store Names and Web Address

Additional Online Store Names and Web Address

Reseller Phone Number Reseller Email Address

Reseller Name (Printed)

Date _____

Reseller Signature

Please contact us by phone with any questions regarding this agreement.
(949) 228-9715 or info@blackwidowexhaust.com