## Online Sale of Goods Agreement BLACK WIDOW PERFORMANCE, INC./ DBA BLACK WIDOW EXHAUST

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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\_\_\_\_\_\_("Reseller").

The Reseller listed above agrees to the following statements:

- Reseller will purchase automotive mufflers, exhaust kits, tubing, and other merchandise manufactured, designed and produced by Black Widow Exhaust for sale directly to its' walk-in or direct online customers (own website) and will not sell Black Widow Exhaust's products through ANY Amazon or third-party marketplace stores.
- All Black Widow Exhaust products (online or printed) are to be priced at MAP. MAP pricing will be strictly enforced by Black Widow Exhaust. If Black Widow Exhaust determines that any Reseller is selling for under MAP pricing, Black Widow Exhaust may cancel this contract at any time in writing (via email or snail mail).
- 3. Items on backorder or out of stock are not the responsibility of Black Widow Exhaust to communicate to Reseller. If Black Widow Exhaust finds that products are being sold online but not available to ship, 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 website.
- 4. Black Widow Exhaust's products, descriptions and logos (listed online, print or other) must not be altered in any way. Black Widow Exhaust must approve change(s) requested by the Reseller before content is posted online or printed. Approval, artwork, content and guidelines can be obtained by emailing your request to tony@blackwidowexhaust.com.

Reseller must list any and all online stores selling Black Widow products (see page 2). Signing below does NOT give Reseller the ability to sell Black Widow products through 3<sup>rd</sup> party websites or marketplace stores.

This contract hereto agrees to the foregoing as evidenced by their signature below.

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	Direct Website and Web Address (URL)
	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
Date	Reseller Signature

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

Page 2 of 2. Please double check anywhere you signed and return to your distributor or Black Widow Exhaust at <u>info@blackwidowexhaust.com</u>. We may contact you to verify information upon receipt.