



TNT Cosplay Supply LLC.

Wholesale Agreement

- This Wholesale Agreement (hereinafter, the "Agreement"), is made and entered into by and between TNT Cosplay Supply LLC (hereinafter "Wholesaler"), and "Retailer" (hereinafter, "Retailer"). For the purpose of the Retailer selling and promoting the products offered by the Wholesaler at their physical location or other agreed upon distribution method.
- Wholesaler and Retailer Responsibilities: Retailer must maintain a current business license certificate (or state/city equivalent when applicable) on file and provide a copy, with Tax ID, to Wholesaler. Retailer must have a functioning URL that is owned by the entity applying for the wholesale account and/or a proof (e.g., a picture and physical address) of a brick and mortar store. Wholesaler will deliver inventory to the Retailer, as agreed. Wholesaler is not involved in the actual transaction between the Retailer and the Customer. Retailer will be responsible for providing exemplary customer service to all actual and potential customers, including taking reasonable measures to respond to all customer inquiries. Wholesaler is not the agent of either the Retailer or the Customer.
- Representation of Product: Wholesaler retains all rights to all images of products provided and retains the right to prohibit the use of any and all images provided. Retailer may not use any of the images contained within the provided photos for any other purpose other than to gain sales. Retailer may not use any images provided in any other medium than in or on the specified website or store without prior written consent of Wholesaler. Retailer may not alter (e.g., crop, change background colors, add text) provided photos other than to size appropriately for website and marketing materials. Retailer must describe the product in the appropriate category and may not represent the product in other categories or for other uses, without prior authorization from Wholesaler.
- Storage of Product: Retailer agrees to store products indoors and in a clean location.
- Order & Pricing Requirements:
 - Wholesaler requires a minimum order of \$250.00 of products per order.
 - Please refer to the 'Pricing and Ordering Form' for material requirements & pricing.
 - Standard wholesale pricing applies. Retailer is responsible for shipping & packaging fees.
- Pricing: The Retailer agrees that they will honor to the MSRP (Manufacturer's Suggested Retail Price) for distribution of goods to their customers. The Retailer may not lower the price of TNT Cosplay Supply products below our MSRP.
- Web Commerce: No products or goods purchased from or produced by Wholesaler shall be resold by Retailer through any location other than Retailers' brick and mortar store, including the retailers' own online store (e.g., online shop, or personal online store), an online auction (e.g., ebay) or a 3rd party online store (e.g., Amazon.com, etsy) without the express, written authority of the Wholesaler. If retailer resells online in any way, or via 3rd party, wholesaler and retailer relationship will be terminated immediately.

- **Billing:** At this time, the Wholesaler is not extending credit terms. All orders must be accompanied by payment in full. Retailer may order inventory from Wholesaler by PayPal payment.
- **Sales and Tax:** Retailer agrees that it is the sole responsibility of Retailer to collect, report and remit all taxes to the correct tax authority for all business transactions, sales or revenue stemming from the sales of the Wholesaler's products. Retailer further agrees that Wholesaler is not obligated to determine whether a sales tax applies and is not responsible to collect, report or remit any tax information arising from any transaction involving the images or photos provided.
 - The retailer shall be allowed and encouraged to make sales at local events and conventions so long as they are advertising the TNT Cosplay Supply LLC brand on such products. Contact your TNT Cosplay Supply representative to acquire informational materials for customers.
- **Shipping:** Orders will ship once payment is received, and materials are available. Materials will ship via LTL (Less than truckload) freight, chosen by the Wholesaler. Retailer is responsible for shipping costs.
- **Errors, Returns and Warranty:** Order errors and/or defects must be brought to Wholesaler's attention within five (5) business days of receipt of shipment by Retailer. Retailer will not sell a knowingly defective product to a customer. Wholesale sales are considered final with no returns. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to manufacturing defects during the first 30 days after sale, we will work with you to find a resolution as soon as possible.
- **Responsibility:** Wholesaler is in no way responsible or liable for the success of the Retailer's website or store, the accuracy, or legality of its content and operation. Further, the Retailer has independently evaluated the desirability of participating in the Wholesaler's Wholesale Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.
- **Right to Modify:** Wholesaler retains the right to modify this agreement at any time. Changes will not be retroactive.
- **Severability:** If any provisions or sections of this agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Wholesaler: **TNT Cosplay Supply LLC**
 Wholesale Account Manager Signature:

Retailer: _____
 Retail store representative signature:

Date: _____

Date: _____