

Vendor Agreement, Well Made LLC

THIS AGREEMENT (the "Agreement") is entered into on this, the ___day of _____ by and between Well Made LLC (the "Seller") and _____ (the "Reseller"), with their principle place of business located at their respective addresses listed above. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto agree as follows:

1. Non-exclusive Right to Sell / Minimum Advertised Price (Standard-stock items only)

Reseller shall have the non-exclusive right to sell Product(s) worldwide at the Minimum Advertised Price, also known as MSRP, as provided at the time of initial purchase. The Reseller shall not offer any discount(s) or impose any surcharge(s) without prior written consent of the Seller, unless unenforceable by law. Bundled product packages may not fall below the MSRP of the unit price of the Product(s).

MAP Vacation is defined as a non-permanent period of allowed discounts permissible under the following conditions: (i) new resellers, (ii) initial launch, (iii) discounts on Product(s) no further than 20% below MSRP, (iiii) a single instance of no longer than 30 consecutive calendar days.

Reseller may fulfill; but may not distribute or market; in exclusive regions. As of Q3 2017, exclusive territories are: Denmark, Norway, Sweden, Finland and Iceland.

2. Advertising and Marketing

Reseller is allowed to create marketing materials in good faith in accordance with the Seller's brand values in an effort to generate sales of the Product(s). For the purpose of advertising, the Reseller may remove the Product(s) from packaging for documentation purposes only. Product(s) must be referred to by the name supplied by the Seller at all times when offered for resale. The Product(s) may not, under any circumstances, be listed in a manner that would suggest that the Reseller is offering a competitive product.

3. Brand and Product Integrity

The Reseller agrees implicitly to not violate the following conditions: (i) to use or apply for any Trademarks, trade names or domain names which so resemble any of the Trademarks or registered properties of the Seller, as to be likely to cause confusion or deception; (ii) use any of the Trademarks as part of the Reseller's corporate or business name. If the Reseller applies for or registers any/all Trademarks, trade names or domain names in breach of this Article, it shall transfer these assets to the Seller on demand; (iii) to not modify, alter or remove the Product(s) from their packaging or the numbers or other means of identification used on or in relation to the Product(s), except to the extent that this is required in accordance with applicable law.

4. Ordering and Payment

Reseller may place orders via email or phone. A standard-format Purchase Order in .PDF format is preferred. All orders must contain: Seller contact info; Ship-to address; shipping instructions (if applicable); Product(s) SKU, quantity and price. Phone orders will be consolidated into a digital invoice by the Seller and made payable with any major CC. Payment may be made with any major CC, business check, Paypal or wire transfer. Please note; a \$20 fee will be added for incoming wire transfers; a 5% fee will be added for payments made via Paypal. Payment for opening orders is due prior to acceptance of any order.

5. Payment Terms and Net30 Accounts

Net30 payment terms are available upon request of the Reseller on subsequent orders and are dependent upon credit approval. Please allow up to two weeks for Net30 payment account setup. Failure to make full payment within one week of the due date stated on the invoice may result in immediate removal of extended payment term privileges. A 5% fee of the entire order value per day will be charged to delinquent term payment accounts.

6. Lead Times, Fulfillment and Shipping

Standard Lead Time is 4 weeks. As many of Seller's Product(s) are made to order, Lead Times may vary. Lead Time will be communicated to Reseller at the time of an accepted order. Lead Time represents an estimated ship date, not delivery date. Standard shipping terms are FOB Chicago or FOB Poland. Cost of shipping and full value insurance will be added to your final invoice. Unless otherwise arranged all domestic orders ship via UPS Ground and all international orders ship via DHL International Express.

7. Taxes, Duties and Importation

Seller is not responsible for any taxes, duties or other fees associated with importation. Calculating, collecting and remittance of applicable sales taxes and other fees are the sole responsibility of the Reseller.

8. Loss or Damage

Reseller agrees to decline shipments exhibiting substantial exterior damage upon arrival. Seller is not responsible for loss or damage caused by shipping or carrier, but will make every reasonable effort to file necessary claims in a timely manner. Seller agrees to replace damaged inventory as quickly as reasonably possible, in good faith. All Product(s) received damaged must be reported to the Seller via email within 48 hours of receipt. All claims must be accompanied by: a description of the damage; high resolution images of the shipment exterior (where applicable); high resolution images of the damaged Product(s) (where applicable). Damaged items can be exchanged for undamaged units of the same item at no additional charge. Seller agrees to pay all shipping and insurance fees associated with reshipment.

9. Exchanges, Returns and Refunds

Exchanges, returns and/or refunds must be requested within 15 days of receipt. More than 15 days after receipt, all sales are final. All returns of undamaged items due to Buyer's Remorse incur a 20% restocking fee. Refunds will be granted within 15 days after all items have been returned to Seller in resalable condition only. Refunds will be issued minus shipping fees, insurance fees and a 20% restocking fee.

10. Product Care, Storage and End User Fulfillment

Product(s) are made primarily of natural materials and therefore additional steps must be taken in order to care for their salable condition. Seller is not responsible for damage due to neglectful care. Upon storage, warehousing or merchandising of the Product(s), the Product(s) must have adequate protective surfaces or distance between all exposed Product(s) surfaces. Store in a cool, dry facility without direct sunlight. Reseller is entirely responsible for end user fulfillment. Seller recommends shipping Product(s) individually, using professional void fill material designed to protect products made of natural materials such as wood.

11. Limited Warranty and Replacement

Seller's Product(s) come with a Limited Warranty and will be replaced by the Seller due to Manufacturer's Defect. Seller does not assume an unconditional warranty and reserves the right to replace the Product(s) on a case by case basis.

Seller and Reseller each hereby represent and warrant to the other party that the undersigned officers have the power and authority to execute and deliver this Agreement:

Well Made LLC
 2850 N Pulaski Rd.
 Unit 8
 Chicago, IL 60641, USA
 Brandon Knowlden, Founder
 412-576-9255
 hello@wearewellmade.com

Reseller Name
Business Address 1
Business Address 2
City, State, Zip, Country
Primary Contact Name
Primary Contact Phone
Primary Contact Email

Seller _____


Reseller _____

Name _____
 Title _____
 Date _____
 Brandon Knowlden
 Owner, Well Made
 04/03/2017

Name _____
 Title _____
 Date _____

