



**WHOLESALE AGREEMENT
AND TERMS OF SALE**

2019



Dear Potential Retailer,

Thank you for your interest in Creative Foundry Limited Co. We hold your business in high regard and as such, we carefully screen and approve Wholesale Account requests. Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete and sign the agreement below and email it to jenifer@creativefoundry.net. We appreciate your interest and look forward to hearing from you soon.

Sincerely,

Jenifer Thoem

Jenifer Thoem
678-772-0090



WHOLESALE AGREEMENT AND TERMS OF SALE

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

MINIMUM ORDER REQUIREMENTS

Minimum initial order \$300. Minimum re-orders \$150.

WEB COMMERCE

No products or goods purchased from or produced by the Creative Foundry Limited Co., Jenifer Thoem, Kevin Thoem shall be resold by or through any on-line auction or online store (such as Etsy, Ebay, Amazon or other similar sites and marketplace's) without the express, written authority of Jenifer Thoem or Kevin Thoem. The Wholesale Account must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Creative Foundry Limited Co.

RESELLING TO WHOLESALE ACCOUNTS

Any Wholesale Account who distributes Creative Foundry Limited Co. goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account that does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

PAYMENT METHODS

Creative Foundry Limited Co. accepts all major credit cards. (Visa, Master Card, American Express) At this time, Creative Foundry Limited Co. is not extending credit terms. All orders must be accompanied by credit card payment information. Your credit card will be charged the full amount when products are shipped. We do not accept checks

SHIPPING / HANDLING

Items will not be shipped until full payment is received. No COD orders. Orders within the continental U.S. will be shipped UPS Ground, FedEx, or USPS based on cost affordability. Special shipping needs/requests will be charged the full shipping amount above our flat shipping rates. We offer free shipping and handling on all first time orders. Each reorder has a flat-shipment rate of \$14.99.

DELIVERY WINDOW

All products are hand-built. Please allow at least 15-20 business days from the time of your order for completion of items. Larger orders may require more time; please contact directly for more information about availability.



SHIPPING ERRORS, RETURNS, AND WARRANTY

Order errors must be brought to the Creative Foundry Limited Co.'s attention within 5 business days of receipt of shipment. If you or your customer finds an issue during the first 30 days, we will work with you to find a resolution.

MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that Creative Foundry Limited Co. makes no warranty, express or implied, as to the merchantability of Creative Foundry Limited Co. products. Wholesale Account also agrees that Creative Foundry Limited Co. is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies Creative Foundry Limited Co. for any legal actions that emanate from such actions.

POLICIES

Creative Foundry Limited Co. reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party can terminate wholesale agreement with a 30-day written notice.

CONFIRMATION OF AGREEMENT TO POLICIES, TERMS & CONDITIONS

Please initial below:

_____ I understand that Creative Foundry Limited Co. does not allow reselling of their products on online marketplaces like Etsy, Ebay, Amazon or similar sites.

_____ I agree not to file a chargeback with my issuing bank or credit card and understand in doing so I give Creative Foundry Limited Co. the right to take legal action to enforce these conditions. In the event Creative Foundry Limited Co. must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.

_____ I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.

_____ I have reviewed and understand Creative Foundry Limited Co. policies and procedures for payment and shipping as well as all terms and conditions. I authorize Creative Foundry Limited Co. to keep this agreement and credit card information on file and apply these policies to all future transactions made between Creative Foundry Limited Co. and myself.



DOCUMENTATION TO SUBMIT WITH YOUR COMPLETED AND SIGNED WHOLESALE AGREEMENT:

All Creative Foundry Limited Co. Wholesale Accounts must maintain a current reseller certificate on file.

Also, **two** of the following **MUST** accompany your Application:

- A functioning URL that is owned by the entity applying for Wholesale Account.
- A picture of your brick and mortar retail store.
- Verification of dedicated business telephone number (or other utility) in the name of the applying Wholesale Account OR a copy of business card (or other identifying stationery) in the name of applying Wholesale Account.

Please note: Wholesale Applications are reviewed within five business days of receipt. Creative Foundry Limited Co. has the right to accept or deny any Wholesale Account application for any or no reason whatsoever. We may contact you for clarification or to request additional information that will help us understand how we can best meet your needs.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print Full Name: _____

Title: _____

Company: _____

Address: _____

Phone Number: _____

Signature: _____ **Date:** _____

***Please email signed contract to: jenifer@creativefoundry.net
Keep a copy of this agreement for your records***