MrSpinner Wholesale Policy and Agreement

This Wholesale Policy and Agreement ("Agreement") is entered into between MrSpinner ("Supplier") and the undersigned business ("Buyer"). By purchasing products at wholesale prices, Buyer agrees to comply with the terms and conditions outlined below.

1. Eligibility

To qualify as a wholesale buyer, Buyer must:

- Provide a valid business license or tax ID (EIN).
- Submit a completed Wholesale Application form and receive approval.
- Provide a resale certificate if required by their state or country.

2. Minimum Order Requirements

Initial Minimum Order: \$150.Reorder Minimum: \$150.

3. Pricing and Payment

- All pricing provided to Buyer is confidential and for wholesale purposes only. Sharing or publishing wholesale pricing is strictly prohibited.
- The product prices offered on our wholesale website are for **resale purposes only**. Any personal purchases should be made on our **B2C website**, <u>www.mrspinner.com</u>.
- Payment Terms: Orders must be prepaid unless otherwise approved for Net [30] terms.
- Accepted Payment Methods: Credit card, PayPal, or bank transfer.
- All orders must be paid in full before shipping, unless prior arrangements have been made.

4. Shipping and Delivery

- The buyer is responsible for all shipping costs, which will be calculated and added to the invoice.
- Orders of \$250 or more ship for free, within the USA only.
- Orders for in stock products will be shipped within 3 business days of payment receipt. Outof-stock products will ship within 3 weeks, depending on the quantity ordered and production time.
- MrSpinner is not responsible for delays caused by the shipping carrier.
- International Buyers are responsible for any customs duties, taxes, or fees.

5. Returns and Damages

- All sales are final. Returns are not accepted unless products arrive damaged or defective.
- Damaged items must be reported within [7] days of receipt, along with photographic evidence.
- Replacement or credit will be issued at the Supplier's discretion.

6. Brand Representation

- Buyer agrees to present and sell MrSpinner products in a manner consistent with Supplier's brand image.
- Products may not be altered or rebranded without written permission.
- Resale of products below the Supplier's Minimum Advertised Price (MAP) is prohibited.

7. Restrictions

- Buyers may not resell MrSpinner products on third-party platforms (e.g., Amazon, eBay, Etsy).
- Buyers may not sell MrSpinner products on their online website without prior written approval.
- Buyer may not sell products in markets, locations, or formats explicitly restricted by Supplier.

8. Termination

- Either party may terminate this Agreement at any time with [30] days' written notice.
- Supplier reserves the right to terminate this Agreement immediately if Buyer violates any terms.

9. Confidentiality

• The buyer agrees to keep all pricing details confidential.

10. Governing Law

• This Agreement shall be governed by the laws of the State of Pennsylvania.

Business Name:	
Business Address:	
City, State, ZIP:	
Tax ID/EIN:	
Business Website:	
Contact	
Name:	
Position:	
Phone:	
Email:	
Billing	
Billing Address:	
City, State, ZIP:	
Signature:	
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Date:	
-	
For MrSpinner Use Only	
Approved By:	
Date:	

By signing below, Buyer acknowledges and agrees to the terms and conditions outlined in this

Agreement.