



Ultaca

General Wholesale Agreement

This Wholesale Agreement (hereinafter, the "Agreement"), is made and entered into by and between Ultaca LLC (hereinafter "Wholesaler"), and "Retailer" (hereinafter, "Retailer"). Retailer wishes to sell and promote the products offered by the Wholesaler in their store.

Wholesaler and Retailer Responsibilities: Retailer must maintain a current business license certificate (or state equivalent) on file and provide a copy along with Tax ID, to Wholesaler. Retailer must have either a functioning URL that is owned by the entity applying for the wholesale account and/or a brick & mortar store proof (e.g., a picture and physical address). Wholesaler will deliver inventory to the Retailer, as agreed. Wholesaler is not involved in the actual transaction between the Retailer and the end 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 end 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, advertising materials 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 unopened products in a clean, smoke-free location.

Minimum Order Requirements: Minimum first order is \$200.00 (*excluding shipping*). Retailer is responsible for all shipping fees. Note Cases may consist of Door Buddy® Dog/Baby, Door Buddy® Combo Packs Dog/Baby, Door Buddy® Door Stopper 1pk/2pk or a combination of cases.

Case Quantity:

Product Name	Quantity Per Case
Door Buddy	24
Door Buddy Combo Pack	14
1pk Door Stopper	42
2pk Door Stopper	21

Web Commerce: Wholesaler strictly prohibits reselling of all products on 3rd party sites (e.g. Amazon.com, Ebay.com, Walmart.com etc.). No products purchased from Wholesaler shall be resold by Retailer through any location other than Retailer's URL or brick and mortar store unless prior written consent has been obtained from Wholesaler. If Retailer resells via prohibited 3rd party, wholesaler and Retailer relationship will be terminated.

Billing: At this time, the Wholesaler is not extending credit terms. All orders must be accompanied by payment in full. You may order inventory from Wholesaler using credit card or 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.

Shipping: INVENTORY DEPENDENT. Demand for Door Buddy & Door Stoppers are VERY high. We strive to have all orders shipped within 5 business days but this could vary slightly depending on quantity ordered.

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 send a knowingly defective product to a customer. Wholesale sales are considered final. We will accept returns on undamaged products with a Return Authorization Number (RAN). Returns up to 60 days from invoice will be charged a 20% restocking fee. We will not accept returns without a RAN, or after 120 days from invoice. This policy includes order delivery refusals. Please contact Customer Service at 800.364.6710 for more information or to obtain a RAN. 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.

Use of Products: Products made and/or sold by Wholesaler are intended to be deterrents only and are not a substitute for proper adult supervision. Wholesaler is not responsible for any damages or injury that may occur from the use or misuse of products, and assume no liability or responsibility for damage or injury to persons, pets or property arising from any use of any product, information, idea or instruction contained in the materials provided.

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.

We are looking forward to working with you!

Welcome to the Ultaca Family of Brands!

