



## **Wholesale Agreement**

Please print & sign the form below. Once signed, please email [hyakdesigns@gmail.com](mailto:hyakdesigns@gmail.com) "Wholesale Applications" will not be processed until this form has been received.

All sales made by Hyak Designs ("Seller") to you ("Customer") are governed by these Terms and Conditions of Sale unless otherwise indicated by Hyak Designs in writing. Please read these Terms and Conditions thoroughly before applying for wholesale pricing. Do not submit the Wholesale Application unless you understand these Terms and Conditions and agree to abide by them. The Seller reserves the right to amend or modify these Terms and Conditions of sale at any time at its sole discretion. Seller shall not accept Customer's purchase orders unless and until Customer consents to these Terms and Conditions of Sale and completes the Wholesale Application. These Terms and Conditions of Sale as set forth in this document will govern all transactions between Customer and Seller. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Seller and Customer.

### **Distribution Grant**

Seller hereby grants to Customer and Customer hereby accepts from Seller the non-exclusive right to distribute Hyak Design's products subject to all terms and conditions set forth in this Agreement.

Customer shall not, directly or indirectly, including through any agents, distribute, market, sell or solicit orders for any Hyak Design products on any of the Amazon, Etsy, and eBay selling platform, including, but not limited to, Amazon.com, Amazon.ca, and Amazon.co.uk. Customer further covenants and agrees not to distribute, market or sell Hyak Design products to any person if the Customer knows or has any reason to believe that such Hyak Design Product will be resold by such person, directly or indirectly, on any of the Amazon selling platform, including, but not

limited to, Amazon.com, Amazon.ca, and Amazon.co.uk. If Customer becomes aware that any person to whom Customer supplies any Hyak Design product is marketing or selling, or is planning to market or sell, the Hyak Design Product on any of the Amazon, Etsy, and eBay selling platform, including, but not limited to, Amazon.com, Amazon.ca, and Amazon.co.uk, Customer shall immediately notify Seller and shall cease forthwith to supply such person with Hyak Design product.

### **Original Order Minimum**

The minimum original order is \$150, and must be paid to the Seller by the customer by credit card, PayPal, ACH, or wire transfer. The seller accepts Visa/MasterCard and Discover Card as acceptable credit cards for initial orders. For credit card purchases, 100% of purchase price will be billed at the time of shipment. Order will generally be shipped within 2-5 days of placing the order. If more lead time is needed, Customer will be notified immediately.

### **Reorder Minimum**

The minimum re-order amount is \$100. Terms may be extended by the Seller to the Customer for reorders as outlined below. For credit card purchases, 100% of the purchase price will be billed at the time the goods are ready to be shipped.

### **Payments**

Seller accepts Visa/MasterCard or Discover Card. Seller also accepts PayPal and wire transfers. COD payments are not accepted.

### **Shipping**

Orders will be shipped by the Seller via, USPS, UPS, DHL, and/or FedEx. Alternatively, orders may be shipped by any method arranged for by the Customer. Hyak Designs will try to

accommodate all rush orders. Most small orders (up to 100units) are shipped within 2 business days after order and payment are received. Special orders and backorders will require additional time and can be estimated at the customer's request on a case by case basis. Seller will not be responsible for shipping delays caused by a carrier.

### **Notice of Defects**

Customer is responsible for inspecting the merchandise upon receipt. Any merchandise with visible damage must be noted to the delivery service upon receipt in the Customer's warehouse. Customer shall notify Seller in writing within 5 days of customer's receipt of the merchandise of any claims for damages resulting from any defect in the merchandise discovered by Customer, including, without limitation, claims related to shortages, quality, or specification. Seller shall not be responsible for shortages when shipments are directed to a third party other than Customer.

### **Acceptance of Late or Defective Merchandise**

Customer's failure to provide written notice of a claim, as set forth in these Terms and Conditions of Sale, shall constitute a waiver of any claim Customer may have for damages resulting from such defects, including late delivery.

### **Obtaining Return Authorization**

For fastest return authorization, simply e-mail [hyakdesigns@gmail.com](mailto:hyakdesigns@gmail.com). You will receive an immediate response with detailed instructions. Customer will receive a credit posted to their account for any such return once it is received and checked in by Seller's warehouse. Please allow 5 to 7 days for credit posting.

### **Changes to Pricing & Products**

Prices are subject to change without notice. Although pricing changes are historically made at the end of Hyak Design's fiscal year end December 31st. All merchandise will be shipped at the prices in effect at the time of shipping. The Seller reserves the right, at its sole discretion, to change packaging and any included documentation. All orders are subject to availability.

### **Confidentiality**

Wholesale prices and pricelists of the Seller's products is confidential, and for the use of the Customer only. Publishing or revealing the wholesale pricing of the Seller's product line outside of the business of the Customer is strictly forbidden without prior written consent from the Seller. Failure to preserve the Seller's confidentiality in its wholesale pricing will result in the immediate and permanent termination of wholesale status of the Customer. The Seller reserves the right to seek compensation for any loss or damages that would result from any breach of confidentiality.

### **Disclaimer of Warranties**

Seller cannot guarantee variances in color or shade of product or packaging. Seller hereby disclaims all express and implied warranties, including, without limitation, implies warranties of merchantability and fitness for particular purpose. All such warranties are hereby disclaimed and excluded from any and all transactions between Customer and Seller and shall not apply to products sold by Seller.

### **Limitation of Liability**

Customer acknowledges that the Seller shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, or other intangible losses (even if Seller has been advised of the possibility of such damages), or personal injuries or death resulting from use or sale of the Sellers merchandise.

No Liability for Outside Vendors

Seller shall not be liable for any work performed by any third party vendor referred by Seller and hereby waives any right to assert any claim against Seller for work performed by any other third party or vendor, including but not limited to claims for negligent referral, agency, or respondent superior.

## **Force Majeure**

Neither Buyer nor Seller shall be liable to the other for delays in performance of its obligation hereunder caused by acts of God, war (declared or undeclared), government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or similar occurrence beyond the party's control, making it impossible, illegal, or commercially impracticable for one or both parties to perform its obligations under these Terms and Conditions of Sale, in whole or in part.

Jurisdiction/Governing Law Seller is headquartered in Mukilteo, WA USA. These terms and conditions of sale shall be governed by and interpreted under the provincial laws of Washington State (without regard to its conflicts of laws principles) and the federal laws of the United State of America. If any provision of these Terms and Conditions of Sale is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Use, which shall remain in full force and effect. Customer expressly agrees that exclusive jurisdiction for any dispute with Seller, or in any way relating to these Terms and Conditions of Sale, resides in the courts of the state of Washington and you further agree and expressly submit to the personal and exclusive jurisdiction of the courts of the state of Washington in connection with any such dispute including any claim involving the merchandise or Seller or its affiliates, subsidiaries, employees, contractors, officers, and directors.

## **Use of Materials**

All materials published on the Hyak designs website, packaging and promotional materials (including but not limited to articles, photographs, images, illustrations, audio clips and video clips) are protected by copyrights which are owned and controlled by Hyak designs or the party credited as the provider of the material. The entire contents of these documents are also copyrighted as a collective work under the United States copyright laws, and the selection, coordination, arrangement and enhancement of such content are protected by copyright. No material from this website or any website owned, operated, licensed, or controlled by Hyak Designs, product packaging, or other promotional documentation may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You acknowledge that you

do not acquire any ownership rights by downloading, printing or reproducing and copyrighted material. The use of any such material on any other website or networked computer environment is prohibited. All trademarks, service marks, and trade names are proprietary to Hyak Designs or the other designated owner of a posted mark.

**Miscellaneous**

These terms and conditions of sale constitute the entire agreement between Seller and Customer, superseding any prior agreements between Customer and Seller. The failure of Seller to exercise or enforce any right or provision of these terms and conditions of sale shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these terms and conditions of sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these terms and conditions of sale are for convenience only and have no legal or contractual effect.

**Samples**

Hyak Designs will make every attempt to accommodate free sample requests for interested businesses. Free samples will be sent to potential wholesale accounts at the sole discretion of Hyak Designs. Sample recipient must prove they are a legitimate business prior to shipment of samples. Due to fluctuations in inventory, certain sample items may be substituted at the sole discretion of Hyak Designs.

**Acceptance of Retail Distribution Agreement**

Your signature below indicates acceptance of the retail distribution agreement outlined above.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

