**BANZ Retail Agreement**

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Retail Qualifications

1. Potential Retailer must meet a prepaid buy-in purchase of $200 in products.
2. The initial order can be comprised of any or all of the BANZ line of products.
3. Retailer is expected to house their own products at their own expense.
4. Retailer is solely responsible for the distribution of their own products at their own expense.
5. Retailer is responsible for the promotion of those products at their own expense.

Payment Terms

Retailer agrees to the following payment terms:

1. Buy-in terms are prepaid by credit card or wire transfer. Goods will not be shipped until payment is confirmed.
2. Subsequent orders may be prepaid by credit card, wire transfer or Company check.
3. All orders over $3,000 must be paid by wire transfer or Company check. If the customer cannot pay via wire transfer or Company check, a 3% processing fee will be charged to pay via credit card.
4. Net payment terms will be decided on a case-by-case basis after review of the account and credit worthiness of the Retailer.
5. Net 30 accounts must pay on time! If an account becomes delinquent the account may be subject to the loss of credit privileges. Debts will be turned over to a collection agency and reported to the credit bureaus.
6. BANZ must be notified immediately of any changes to the Retailer billing or email address. BANZ is not responsible for delinquency if Retailer failed to notify BANZ of changes to the billing or email address.
7. BANZ reserves the right to deny an order or the shipment of an order if Retailer’s account is delinquent.

Shipping Terms

Retailer agrees to the following shipping terms:

1. All freight charges are to be paid by the Retailer.
2. All shipments are FOB destination unless otherwise specified by the Retailer.
3. BANZ does not ship C.O.D.
4. BANZ must be notified immediately of any changes to the shipping address. BANZ is not responsible for freight charges incurred for shipments sent to the wrong shipping address if Retailer failed to notify BANZ.
5. Use of Retailer’s preferred shipping method/carrier account is permitted on a case-by-case basis.
6. BANZ shipping charges are based on real-time quotes from its shipping providers, no markup or handling charges are added.
7. When FREE Shipping is available, BANZ will ship using ground services and provide tracking. Free shipping processing and delivery times may be longer than usual based on the use of ground services.

Sales

Retailer agrees to the following sales terms:

1. To keep competition fair, and value of the BANZ Brand intact, MAP pricing must be followed.
2. If BANZ feels that Retailer is not complying with stated MAP, BANZ reserves the right to terminate Retailer.
3. Products are for resale within the United States only. If BANZ feels that the Retailer is not complying, BANZ reserves the right to terminate Retailer.

Internet Sales

1. Online/ e-merchants must keep pricing competitive and adhere to MAP pricing.
2. BANZ logos and images may be used at Retailer’s discretion for Internet sales when used with permission from BANZ.
3. Amazon, eBay and other similar 3rd party website sales are strictly prohibited without written consent.
4. BANZ reserves the right to terminate Retailer if BANZ feels inappropriate Internet sales are being conducted.

Returns

Returns are not accepted without specific permission from BANZ. Product may be exchanged up to 14 days from date of receipt of goods. An RMA (Return Merchandise Authorization) must be received by BANZ before goods are returned for any reason.

Customer returns for warranty replacement are accepted. If your customer returns defective product, please notify BANZ of returned product at your earliest convenience for credit or replacement.

Purchase Orders

1. All orders are to be placed by purchase order either online at usa.banzworld.com or email sales@banzworld.com . An order form can be provided by BANZ to Retailer to use in placing purchase orders or Retailer may use their own.
2. Verbal orders will not be valid unless confirmed by a written or electronic purchase order. BANZ will not assume liability for any purchase orders held because receipt of an authorized purchase order was not received.

Price Increases

Prior to any price increases, BANZ will provide electronic written notice within 30 days to Retailer. Any orders placed after the 30 day grace period will be billed at the new price, regardless of confirmation by Retailer that they have received the notice.

Website links

Upon BANZ approval, Retailer may link its website to the BANZ Web site at no cost. Retailer will be listed in USA online store locator once approved.

Retailer agrees to the following:

1. Retailer will not modify any BANZ trademark, logo, or graphic text or image in any way without prior written consent from BANZ.
2. Retailer’s site will not contain any contents of the BANZ site or any materials that are proprietary to BANZ without BANZ’s prior written consent. Retailer’s site may not, in any way, copy or resemble the look and feel of the BANZ Web site or create the impression that Retailer’s site is the BANZ site or a part thereof. Retailer will not create an integrated shopping cart between BANZ’s Web site and the Retailer site.
3. BANZ disclaims all liability for Retailer’s site. Retailer is solely responsible for the development, operation, and maintenance of Retailer’s site and for all content on Retailer’s site.
4. Retailer will indemnify and hold BANZ harmless from any and all losses arising out of, resulting from, or relating to links or the contents, development, operation or maintenance of Retailer’s site or any third-party site linked to Retailer’s site.

Logo, Slogan, and Image Usage

1. Logos and BANZ product images are available upon request. BANZ grants Retailer a nonexclusive, revocable right to use BANZ approved links, any graphic text or image necessary to establish appropriate marketing of BANZ products on Retailer’s website or other use. BANZ reserves the right to terminate Retailer’s use of Web links, graphics, and text or other promotional images/ materials, with or without cause, at any time in its sole discretion.
2. Upon termination of Agreements between BANZ and Retailer, Retailer will immediately cease all use of, and remove from Retailer’s site all links, BANZ trademarks, slogans, logos, graphic text and images, and all other materials provided by or on behalf of BANZ to Retailer.

Promotional Materials

Printed promotional materials such as brochures, posters, and any other point-of-purchase materials are available in limited quantity upon the request of Retailer. BANZ reserves the right to decline any request of these materials based on quantity required and current availability.

Product Descriptions

Retailer acknowledges that, for product descriptions posted on the Retailers Web site or included in the Retailers promotional materials, Retailer uses only the information provided on BANZ product packaging, product inserts, usa.banzglobal.com, Banzglobal.com or other sales material provided by BANZ.

Confidentiality

1. Definition. "Confidential Information" shall mean information which is designated as confidential information by the party disclosing such information (BANZ) with respect to information provided on paper, electronic mail, on magnetic media, electronically or by any other medium (collectively "in writing"), by labeling such information as "CONFIDENTIAL INFORMATION" before the information is provided to the other party (the Retailer) or with respect to information disclosed either verbally or in writing, by notifying the Retailer, in writing within thirty (30) days of the disclosure, that the information identified in such notice is designated Confidential Information effective as of the Retailer’s receipt of such written notice.
2. Exclusions. "Confidential Information" shall not include information that (i) is or shall become generally available without fault of the Retailer, (ii) is in the Retailer's possession prior to its disclosure by BANZ, (iii) is independently developed by the Retailer, or (iv) is rightfully obtained by the Retailer from third parties without similar restrictions.
3. Restrictions. The Retailer shall not disclose or otherwise transfer Confidential Information of BANZ to any third party, without first obtaining the consent of BANZ, and shall take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. Except as necessary to perform under this Agreement, the Retailer shall not use or copy Confidential Information of BANZ, without first obtaining BANZ consent, and will take all reasonable precautions to prevent inadvertent use and copying of such Confidential Information.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_