

2024 Wholesale Agreement



This Agreement grants _____ DBA _____

herein referred to as "Reseller," the right to sell the products of Tangle Creations (Tangle, Inc.). In exchange for that right,

reseller agrees as follows:

Tangle, Inc.
310 Littlefield Avenue
S. San Francisco, CA 94080

Tel: 1-650-616-7900
Fax: 1-650-616-7903

orders@tangletoys.com
www.tanglecreations.com

- 1) **MINIMUM ORDERS** Reseller must meet minimum quantity orders as specified unless otherwise agreed to by Tangle or in such circumstance of special orders as agreed to by Tangle, Inc.
- 2) **PAYMENT TERMS** Reseller agrees to prepay first order by credit card, wire transfer or ACH. Reseller may thereafter be granted, at the sole discretion of Tangle, Inc. 30-day auto pay credit card and/or ACH terms on approved credit. If such terms are granted, reseller agrees to allow Tangle to charge their credit card on the day the invoice becomes due.
- 3) **ADDITIONAL FEES** Late payments may revert payment terms to prepayment.
- 4) **COMPETITIVE PRODUCT REFERENCE** Reseller must never use any Tangle® images, including product or model photos, trademarked Tangle® name or logo mark, nor the name or logo mark of any Tangle® products, any descriptive or explanatory text, nor any reference to the Tangle® products in reference or relation to any other company, product or brand name other than those produced or distributed by Tangle® without prior written consent.
- 5) **ONLINE SALES** Reseller agrees NOT to attempt to resell any Tangle®, NightBall®, or Top Secret Toys® product online via any business sites such as Amazon, Walmart.com, eBay, or other third-party marketplaces with the exception of a personal online retail site, which may or may not support a physical storefront. Reseller further agrees any online sales meeting the above exception shall strictly adhere to all product MSRP, not including shipping. Failure to comply will result in immediate termination of future wholesale pricing or sales from Tangle, Inc.
- 6) **USE OF PROMOTIONAL MATERIALS** Reseller may use specific photo and/or graphic images and/or specific text provided by Tangle, Inc. for the promotion of or in conjunction with Tangle® products only, and then only for the duration that Tangle® products are being actively offered for resale by reseller.
- 7) **PROPER USE OF TRADEMARK** Reseller must represent all Tangle® products with full product names in print including Internet, audio, video, and all media promotional materials. Trademarked Tangle® and related product logos should be used in print or publication whenever feasible.
- 8) **REPACKAGING** Reseller must never repackage, reproduce, or reformulate Tangle® products without the expressed, prior written consent of Tangle, Inc.
- 9) **RETURN POLICY** Returns that are not defective will be charged a 20% restocking fee. Freight charges are at the Reseller's expense. Merchandise must be returned in new condition and original tags must still be attached with no stickers. Returns are accepted within 30 days of receipt of goods. Returns must be pre-authorized with a Return Authorization (RA) number from a Tangle, Inc. representative. Damaged/defective products must be reported within 14 days of receipt of shipment. A credit for merchandise will be issued for authorized returns only. Claims will not be accepted from delinquent accounts.
- 10) **COMPETITIVE PRODUCT DEVELOPMENT** Reseller agrees never to develop, engineer, design, nor commission or collaborate with any individual or agency to develop, design, create, or recreate any product that could directly compete with proprietary Tangle® products.
- 11) **NON-DISCLOSURE** Reseller must never divulge any proprietary information or confidential pricing or any other confidential business information to any individual, group, or agency outside of the direct relationship held between the Reseller and Tangle®.
- 12) **RESOLUTIONS** This agreement is governed by law. The parties agree that any legal action brought to resolve any dispute arising under this agreement may be venued in either a Superior or in District Court. Reseller further agrees to accept service of process by FedEx, UPS, or other commercial overnight delivery service. Any court costs used to bring legal action to defend a potential breach of contract with Tangle, Inc. will be paid in full by the Reseller.

Signature

Date

Print Name

Title