



Please Remember to E-Mail or Mail below:

Thin Air Brands, LLC

PO Box 100

Dexter, MI 48130

E-Mail: Debbie@ThinAirBrands.com

Important! All items marked with a must be completed and emailed.

Authorized Reseller Agreement

Minimum Advertised Pricing Policy

Wholesale Account Application

Federal Tax ID (Attach Copy)

State Sales Tax # / State Registration Number (Attach Copy)

Trade References – Must list a minimum of 3 (Attach Copy)

Please Note: If there are any questions regarding the application,
please call Thin Air Brands at (734) 645-4397



Authorized Reseller Agreement

We are excited with your interest to partner with Thin Air Brands as an Authorized Reseller! At Thin Air Brands, it is our commitment not only to make truly awesome toys that will teach, entertain, and inspire, but also to be an easy company to partner with where we can support one another and grow together.

As an "Authorized Reseller", Reseller agrees to the below terms and conditions:

- Reseller may NOT list Thin Air Brands products on third party seller websites such as, but not limited to, Amazon.com (or any of its affiliates), Walmart.com, and Target.com.
- Reseller must provide a verifiable, physical retail storefront address. If you operate an E-Commerce website and do not have a physical location, Reseller will be required to provide Sales Channel information where product listings are located and sold.
- Reseller will list all physical locations, company website(s), and DBAs ("Doing Business As").
- Reseller may list products on its personal retail site which may or may not support a physical storefront.
- Reseller may make use of Thin Air Brands Promotional Materials as requested and agreed upon.
- Reseller may make Proper Use of Thin Air Brands Trademarks as requested and agreed upon.
- Reseller must provide written claim of damaged / defective products within 14 days of shipment receipt. If requesting credit for more than 3 units, photograph(s) of goods must accompany the request. Once approved, a credit for merchandise will be issued within 3 business days. Claims will not be accepted from delinquent accounts.
- Reseller agrees that backorders on open POs from previous calendar year will be closed unless explicitly premised to ship in following calendar year
- Reseller agrees any online and store sales shall strictly adhere to stated Thin Air Brands Minimum Advertised Pricing Policy.
- Thin Air Brands strictly prohibits its Authorized Resellers from selling its products to other retailers, distributors, or resellers.

If above policies are not met or are deemed in violation by Thin Air Brands, it has the immediate right to:

- Suspend unfulfilled Purchase Orders and future Purchase Orders
- Restrict Intellectual Property use
- Terminate Authorized Reseller Agreement

By signing the below, the Reseller understands and agrees to the above terms and conditions.

Company Name(s) & DBA (if applicable)

Principal Name Printed

Principal Signature

Date Signed



Minimum Advertised Pricing Policy

To our Valued Resellers,

To maintain the integrity of the Thin Air Brands product lines, we have established a Minimum Advertised Pricing Policy (MAPP) for resellers of our products. This policy has been established to protect and support all resellers, as well as consumers of Thin Air Brands. The intention is not to interfere with the business of our resellers, but rather to enable customers to have sustainable business practices by allowing for a reasonable profit margin.

MAP = Minimum Advertised Price

The Minimum Advertised Price (MAP) on all Thin Air Brands products is in effect and is attached with this policy. International accounts must reflect pricing as translated into their local currency.

The MAP policy works under the following guidelines:

- Resellers of Thin Air Brands may not advertise a price lower than the Minimum Advertised Price for that product.
- Prices below the MAP cannot be advertised in any medium, including print, internet, television, etc.
- Temporary sales, discounts, and promotions that effectively lower the retail price of the product below MAP are impossible to enforce, and therefore acceptable (e.g., 10% discount on order totals exceeding \$50). However, discounts must not be applied directly to the advertised price; the advertised price cannot be below the MAP.
- In the event that Thin Air Brands raises or lowers the MAP for any product we will notify our reseller partners in advance of the change.
- Thin Air Brands reserves the right to sell its own products directly to consumers at MAP pricing, consistent with this policy.
- Thin Air Brands reserves the right to sell to Temporary Discount channels that offer Thin Air Brands products at a discount for a strictly limited period of time. Such discounts shall not impact the MAP pricing or policies in effect at that time.
- Thin Air Brands reserves the right not to sell to any reseller found to be in violation of this policy.
- Thin Air Brands will not be held responsible for enforcement of this policy or lack thereof.

Thank you for your continued business, support and for your cooperation with this policy.

Sincerely,

Mike Searls
President



Wholesale Account Application

Please allow 24 to 48 hours to process your account

Sales Representative

Company's Full Legal Name

DBA (If applicable)

Type of Business

Contact Name

Phone #

State of Organization

Parent Company (If applicable)

Parent Company Address Company (If applicable)

City

State

Zip

Parent Company Phone # Company (If applicable)

Mailing Address

City

State

Zip

Shipping Address ("Same" if no change)

City

State

Zip

Number of Years in Business

Federal Tax ID (**Attach Copy**)

State Sales Tax # / State Registration Number (**Attach Copy**)



Accounts Payable

Name

Phone

Email

Trade References – Must list a *minimum* of 3 (**Attach Copy**)

Terms and Conditions

- Invoice(s) is (are) payable based on agreed terms stated on Purchase Order(s)
- Overdue balances are subject to an interest charge of 2% monthly.
- Should it be necessary to assign the account balance to a licensed collection agency or attorney for legal action, all subsequent charges, costs, and legal fees shall be paid by the Authorized Reseller.
- Authorized Reseller acknowledges Thin Air Brands, LLC will make its usual credit inquiries and authorizes release of credit information as desired by Thin Air Brands, LLC.
- Authorized Reseller agrees that all credit extended shall be subject to the terms herein agreed to and may change as desired by Thin Air Brands, LLC.

Owner / Officer Signature

Owner / Officer Printed Name

Title

Date