



One Corporate Drive Grantsville, Maryland, USA 21536 1-800-355-4987 yookidoo@domestic-marketing.com www.yookidoo.com

2022 Order Form

| Retail Store Name / Website address:Store Type | | |
|--|-----------------------|--|
| | | |
| Company Name: | Company Name: | |
| Contact Name: | Attention: | |
| Address: | Address: | |
| City/State: | City/State: | |
| Zip Code: | Zip Code: | |
| Tel: | Tel: | |
| Fax: | Fax: | |
| Email: | Email: | |
| Order Date: | Ship Date: | |
| Cancel Date: | Payment Date: | |
| Show Special: | Sale Rep: | |
| Backorder Allowed ☐ Yes ☐ No | | |
| Order Total: \$ | Customer Acc.# | |
| P.O. # | Authorized Signature: | |





Domestic Marketing Services LLC, Terms & Conditions

By placing orders with Domestic Marketing Services LLC ("DMS"), you agree to the following terms and conditions:

REPRESENTATIONS AND WARRANTIES

Customer represent and warrant that: (i) the information provided on this Order Form is true; (ii) it has all the requisite authority to execute this order; (iii) it is financially solvent and has the required capital to execute its orders, as provided in this Terms & Conditions Agreement.

ORDERS:

- Minimum opening order of \$300 is required. Reorders are \$ 200 minimum.
- All orders requesting Terms are subject to credit approval. Customer grants DMS permission to investigate applicable credit references, including bank, commercial and consumer credit checks, if necessary.

PAYMENT & CREDIT TERMS

- Your opening order will be prepaid by credit card (Visa, MasterCard and Discover only), bank wire or a check. Established businesses may apply for credit by completing our credit application. Upon approval, Terms are Net 30 days. Any credit given by DMS is discretionary with DMS solely and may be revoked at any time.
- Accounts with a past due invoice will not be shipped and shall bear interest at the lesser of 18% or the maximum allowed by law for any past due balance.
- If Customer's account is placed for collection, or if the services of an attorney are required to enforce payment, Customer agrees to pay all costs and fees, including reasonable legal fees.
- Customer will pay \$20 per check on all returned and NSF checks.

MAP PRICING POLICY

DMS is implementing a MAP (Minimum Advertised Price) Policy to protect the "Yookidoo®" brand name. This means that DMS may, in its sole discretion, immediately terminate the account of retailers that repeatedly advertise Yookidoo® products (the "Products") at more than 10% off the suggested SRP noted on the price list. DMS recognizes the value of free enterprise and this policy applies only to advertised prices and does not apply to the price at which our Products are actually sold or offered for sale to consumers. All current Yookidoo® Products shall be covered by this agreement, unless otherwise indicated by DMS. All future Yookidoo® Products shall be automatically incorporated into this MAP policy. All retailers MUST abide to DMS's MAP Policy.

SHIPMENTS & FREIGHT - CONTINENTAL U.S. CUSTOMERS ONLY

- Shipping costs are paid by the Customer from DMS's warehouse in Oakland, Maryland.
- All freight charges are subject to change, without prior notice.

PRODUCTS & PRICING

- Prices are subject to change, without prior notice. All prices listed on the order form are wholesale cost in U.S. dollars.
 DMS does not pre-price Products.
- Products may be added or discontinued at any time, at DMS's sole and absolute discretion.
- Styles and colors of Products may vary.

CUSTOMER SERVICE

- <u>Damaged products and packaging:</u> replacement parts or products will be provided upon submission of damage photo & copy of freight receipt if for carton damage and/or product damage at time of receipt, within 7 days of the order's arrival. DMS reserves the right to refuse any shipment claims submitted after the 7-day period has expired.
- <u>Defects:</u> replacement parts or Products will be provided ONLY with photo of defect, batch code of product and copy of freight receipt.
- RMA is required for all merchandise approved for return. Non-defective, unauthorized returns will not be accepted.
- Unless RMA is provided. DMS does not accept returns.
- All sales are final- including discontinued items.

3RD PARTY SELLER & AMAZON POLICY

By signing this Terms & Conditions Agreement, I agree to sell any and all Yookidoo® Products ONLY in the store and/or website listed in the Order Form. I agree not to list any Yookidoo® Products as a third-party seller on any e-commerce platform such as Amazon and e-bay, without an express prior written permission of DMS. Failure to comply allows DMS to stop shipments, collect all payments due and refuse any further sales, unless otherwise agreed in writing. In addition, you will be liable for any damages incurred by DMS or for any breach of this agreement as well as all legal fees incurred by DMS in enforcing this agreement.

| Retail Store Name/ Website Address: | | _ |
|-------------------------------------|-------|--------------|
| | | |
| Printed Name / Title: | Date: | _ Signature: |

Domestic Marketing Services, LLC, DBA Yookidoo®. All rights reserved. DMS's work, logo, photos and any and all other visual media it created are protected by Copyrights Law. No packaging, text, designs or images may be reproduced or digitized, without DMS's prior written approval. All such graphic materials will be provided by DMS on demand.