

# GEMC2, LLC - blinger® Products

## Retail Sales Agreement

Please review GEMC2's Retail Sales Agreement, including prohibition of third-party marketplace platform sales (herein referred to as 3P platforms), returns procedures, and Minimum Advertised Price policy (herein referred to as MAP policy), and complete the form on the next page to activate your retailer account.

### 3P Platforms, Resale Certificate, and Return Policies

1. Retailers are prohibited from using 3P platforms for the display, promotion, sale, or fulfillment of any blinger® product. 3P platforms include, but are not limited to, Amazon, eBay, Sears, Newegg, Jet, and Walmart.
2. The Retailer must provide, at the time of purchase, a copy of the Retailer's Sales Tax Resale Certificate, that is signed and not expired. If the certificate cannot be provided at the time of sale, then tax will be charged.
3. Acceptance of goods received by the Retailer, after opportunity for inspection, shall preclude any remedy on the part of the Retailer. If, upon inspection, the Retailer notices damage to any goods, it shall make such notation on the delivery receipt and notify GEMC2 within one (1) business day as outlined in GEMC2's Retailer Sales Agreement.
4. The Retailer's contact details comprise at least a valid registered office address, telephone and email and shall be clearly visible on the Retailer's website(s).
5. The Retailer shall not use intellectual property of GEMC2 in any way, whether in a domain name or in the content of the Retailer's website or any other website, without the prior written consent of GEMC2.
6. GEMC2 reserves the right to set (or to not set) a minimum purchase amount of blinger® products to be purchased by Retailers for online sale.
7. By agreeing to these policies, you acknowledge that GEMC2 reserves the right to make its own independent decision regarding a specific retailer's status as an authorized Retailer at any time.

### MAP Policy

GEMC2 has been building a strong recognition for its brands and products, such as blinger®, since 2015 and has gained a high perceived value since that time. By not adhering to the established MAP policy, a Retailer can dramatically diminish or detract from the perceived value of GEMC2's brands and products. The internet, with its worldwide impact, could cause great harm to any company's products if they are advertised at prices that will eliminate any legitimate retail competition. This MAP policy is intended to allow consumers to purchase from Retailers based on loyalty and customer care expectations. In the interest of protecting both Retailers and consumers, it is necessary to agree and abide by the following requirements:

1. The Minimum Advertised Price for any GEMC2 products shall be no less than the current Manufacturer's Suggested Retail Price (MSRP) as published in the current GEMC2 - blinger® price sales sheet or catalogue. MAP pricing is established by GEMC2 and may be adjusted by GEMC2 at its sole discretion.
2. You agree to not list GEMC2 products on any third-party web site. Selling GEMC2 products on your own web site associated directly with your store(s) is entirely permissible so long as this MAP policy is adhered to.
3. This MAP policy applies to all advertisements of GEMC2 products in any and all media, including, but not limited to: flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, email newsletters, email solicitations, Internet or similar electronic media, television, radio, and public signage. This MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customers.

4. The inclusion in advertising of free or discounted products with a product covered by this MAP policy would be contrary to the policy if it has the effect of discounting the advertised price of the covered product below the Minimum Advertised Price.
5. If pricing is displayed in other than a brick and mortar retail store, any strike-through or other alteration of the Minimum Advertised Price is prohibited.
6. This MAP policy does not establish maximum advertised prices. All Retailers may offer GEMC2 products at any price in excess of this MAP policy.
7. Failure to abide by this MAP policy may result in termination of GEMC2's product supply to you. GEMC2 does not intend to do business with Retailers who undermine the value of GEMC2 products. It is GEMC2's sole discretion whether or not to provide prior notice or issue warnings before taking any action under this policy.
8. GEMC2 maintains the right to run a temporary sale from time to time, and in such case, the Minimum Advertised Price will be the same as the temporary sale price on those particular items for that particular time period.

### **Retail Sales Agreement Confirmation**

Please indicate your understanding of the policies set forth herein and your willingness to abide by the terms and conditions herein by signing and listing the name of your company below.

Agreed to by:

Company name: \_\_\_\_\_

Any and all other names by which this company operates or may be known as:

\_\_\_\_\_

Principal name (printed): \_\_\_\_\_

Principal name (signed): \_\_\_\_\_

Date signed: \_\_\_\_\_

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

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

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

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

Website(s): \_\_\_\_\_

If you agree with these policies, please fill out the requested information, sign, and email to:  
[sales@blinger.com](mailto:sales@blinger.com)



# GEMC<sup>2</sup>

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## Credit Card Authorization Form

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Credit Card Information
Card Type: <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA <input type="checkbox"/> Discover <input type="checkbox"/> AMEX <input type="checkbox"/> Other _____
Cardholder Name (as shown on card): _____
Card Number: _____
Expiration Date (mm/yy): _____
CVV (3-4 digit code): _____
Cardholder credit card billing address with ZIP Code: _____

\_\_\_\_\_

Customer Name (printed)

\_\_\_\_\_

Store Name

I, \_\_\_\_\_, authorize GEMC<sup>2</sup>, LLC to charge my credit card above for agreed upon purchases. I understand that my information will be saved to file for future transactions on my account.

\_\_\_\_\_

Customer Signature

\_\_\_\_\_

Date