# **Aosom Wholesale Agreement**

These are the terms and conditions for Aosom’s Wholesale program. Aosom reserves the rights to change or cancel these Terms & Conditions without any prior notice.

Aosom Wholesale agreement between:

1. 27150 SW Kinsman Rd Wilsonville, OR 97070 USA (the “Company”, “we”, “Aosom”, “us”); and
2. Click or tap here to enter text., Click or tap here to enter text. (“wholesaler”, “you”)

|  |  |
| --- | --- |
| **Commercial terms** | |
| Wholesale account email | Click or tap here to enter text. |
| Wholesale website(s) if applicable | Click or tap here to enter text. |
| Agreement date | Click or tap to enter a date. |
| **Contact information** | |
| Name | Click or tap here to enter text. |
| Email | Click or tap here to enter text. |
| Phone number | Click or tap here to enter text. |
| Registered Address | Click or tap here to enter text. |

**Please send us (along with this completed application) all items listed in section 2.5 (Federal Tax ID, valid sales tax permit, valid resale certificate, photos of your store). Thank you!**

**Agreed and accepted by:**

|  |  |
| --- | --- |
| Click or tap here to enter text. | Click or tap to enter a date. |
| …………………………………………………………………….. | …………………………………… |
| Signed for and on behalf of the wholesaler | Date (dd/mm/yyyy) |

# **Terms and Conditions**

1. **Definitions**
   1. ‘We’, ‘us’, the ‘company’ refers to Party 1 as defined at the start of this agreement
   2. ‘Wholesaler’, ‘you’, ‘your’ refers to Party 2 as defined at the start of this agreement
   3. ‘order’ is the transaction between wholesaler and the company
   4. ‘calendar year’ means from January to December of the same year
   5. ‘agreement’ is as defined in clause 2.1
   6. ‘unit cost’ means price paid for item excluding delivery
   7. ‘discount code’ is the unique reference given to the wholesaler order to gain discount on Aosom.com
2. **General terms**
   1. This document (Aosom Wholesale Agreement) incorporates the commercial term, terms, and conditions, as well as any other terms, policies, agreements as stated from within shall form what will hereby referred to as the ‘agreement’.
   2. The Aosom Wholesale Program is for those who have applied and have been approved for participation in the program by Aosom.
   3. Wholesaler must ensure they comply with all applicable laws, ordinances, industry standards, rules, regulations, orders, licenses, permits, judgments, decisions, or other requirements of any governmental authority.
      1. Wholesaler must ensure they comply with [California Proposition 65](https://oehha.ca.gov/proposition-65) by displaying clear and reasonable warnings to customers, at all points of purchase, as required by the [Safe Drinking Water and Toxic Enforcement Act of 1986](https://govt.westlaw.com/calregs/Document/I36C9100433584ACBB1F14B1886E30A4D?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default)).
   4. The service is for offline wholesale to physical retail stores and end users. **No products or goods purchased from or produced by Aosom shall be resold by or through any online store or online auction (such as your website, eBay, Amazon, or other similar sites), nor distributed to stores which will sell online.**
   5. Wholesaler must provide Aosom with
      1. Wholesaler’s Federal Tax Identification number (EIN)
      2. A photo of their valid sales tax permit
      3. A photo of their valid resale certificate to Aosom
      4. Wholesaler must provide a photo of their physical storefront to Aosom
      5. Wholesaler must provide their physical shipping address to Aosom for registration. **Aosom will only ship orders to this registered address.**
      6. Aosom may request other documents for verification
   6. This agreement shall be governed in accordance with US law and each party submits to the exclusive jurisdiction of the US courts.
3. **Orders & delivery**
   1. Wholesalers must be logged into their accounts when ordering to receive discounts.
   2. All orders must be sent to US addresses. The company reserves the right to refuse an order after acceptance if it is outside of the US. For any successful orders, the company reserves the right to recoup any additional costs incurred for delivering outside of the US.
   3. Dispatch times are Monday – Friday (apart from bank holidays) at 1pm. Any orders placed after these hours will be dispatched the following business day.
   4. A tracking reference will be supplied for all orders which will be automatically emailed to the email address associated with the order.
   5. Aosom will not be held liable or responsible for any mistakes and errors made by the wholesaler when entering their order details. Aosom reserves the right to pass-on any additional delivery and administration fee incurred resulting from such mistakes.
   6. While every effort is made to ensure products are in-stock, the Company reserves the right to cancel and refund orders if they are unable to be fulfilled. The company will notify the wholesaler should this occur.
   7. Delivery time will be dependent on product. Please refer to product page for delivery estimates.
4. **Returns**
   1. Wholesaler can initiate refunds within 30 days of delivery for ‘change of mind’ (“buyer’s remorse”) or defective goods for a full refund, partial refund, or exchange.
   2. For change of mind returns, the package must be unused, unopened and in a resaleable condition. The wholesaler must bear the cost of return shipping, and the original shipping cost will be subtracted from the total amount refunded.
   3. For damaged or missing parts, we may request photos and evidence of damage before offering a refund, partial refund, spare parts, or exchange.
      1. Aosom will bear the cost of the return delivery or will place it upon the wholesaler to dispose of the goods in accordance with local laws and regulations.
   4. Should the wrong product be delivered, Aosom will bear the cost of returning the item(s) and will send out the correct item(s) once the incorrect item(s) has been received at an Aosom warehouse.
      1. It is the wholesaler’s responsibility to check the product(s) is correct before opening the packaging.
   5. The wholesaler is responsible for any mistakes or errors, and/or parcels lost in transit for all returning products.
   6. The company will process all refunds in an appropriate timeline and no longer than 14 business days.
   7. Should the wholesaler have an unusually high return rate regardless of reason, we reserve the right to refuse refunds and/or exclude the wholesaler from the program.
5. **Payment**
   1. Payment must be made at time of ordering. Aosom does not offer payment terms, pay in instalments or ‘buy now, pay later’ services to wholesalers.
   2. No points or other loyalty reward systems are accepted as forms of payment.
   3. Aosom may offer store credit in the form of coupon codes to be used as payment for future purchases.
   4. Aosom will not be held responsible for any non-payment fees or chargebacks by the wholesaler.
   5. All payments are exclusive of tax. It is the wholesaler’s responsibility to remit tax as appropriate within their local jurisdiction.
   6. All transactions are charged in USD.
6. **Pricing & discounts**
   1. Wholesale discounts are exclusive to those who hold a wholesale account.
   2. Wholesaler will pay for the cost of shipping.
   3. Aosom reserves the right to change prices at any time with no warning or notice. It is the wholesaler’s responsibility to check for price changes before purchasing.
   4. Aosom will not be held accountable or pay compensation for any potential loss of earnings due to incorrect prices or information.
   5. Wholesale discount codes are to be used by wholesale account holders only.
   6. Wholesalers are required to log-in to their account to use their discount code.
   7. Occasionally, discount may be the same or higher price than those offered to regular customers on the website.
   8. Wholesalers may not use coupon codes advertised on the Aosom.com website or external websites for non-wholesale customers.
   9. Wholesalers may not use any cash-back or similar websites whereby they receive a payment or commission for their order. Aosom will refuse any such attempts for these payments.
   10. We reserve the right to cancel and recoup any amount lost due to discount/commission that have been used without permission.
7. **Cancellations**
   1. The company reserves the right to cancel without warning or notice, any account and/or orders associated with the account if:
      1. we deem that the terms and conditions have been breached in any way, either directly or indirectly.
      2. the wholesaler is under suspicion of fraud or illegal activities.
   2. The wholesaler may request cancellation of an order, however, due to our rapid dispatch, we cannot guarantee your order will be cancelled in time.
      1. If an order has been dispatched, the order will follow the returns procedure as clause 4.2
   3. The wholesaler may request cancellation of their wholesale account at any time in writing through the regular channels of communication. Aosom will convert the wholesale account to a regular account within 7 working days.
   4. Upon cancellation of wholesale account:
      1. all licenses, codes and rights will be revoked.
      2. both parties will ensure that any outstanding payments are settled within 7 working days.
      3. both parties will ensure that any outstanding orders placed are fulfilled in accordance with this agreement
8. **Data protection**
   1. Data and privacy will be in accordance to the company’s privacy policy as set out on <https://www.aosom.com/page/privacy-policy>
   2. We may request a copy of your privacy policy at any time and may ask you to demonstrate your practices to ensure safe storage of confidential information.
9. **Copyright and intellectual property**
   1. The company hereby grants the wholesaler a non-exclusive, non-sublicensable, non-transferable, royalty free license to use product titles, description, specification, images and videos in order to sell to their customer(s).
   2. Aosom reserves the right to change product titles, descriptions, images, videos, stock quantity, prices, specification, SKU at any time without warning or notice. It is the wholesaler’s responsibility to ensure that their listings and/or products are up to date.
10. **General Release and Indemnification**
    1. **General Release** Aosom and its affiliates are not parties to any transactions through the Aosom Wholesale Program between you and any customers. You hereby release (and agree to release) Aosom and its affiliates (and their respective employees, shareholders, directors, agents and representatives) from any and all claims, costs, losses, damages (including any indirect, special incidental, or consequential damages), judgments, fines, penalties, penalties, interest, costs, and expenses (including reasonable attorneys' fees and costs of any investigation, defense, and settlement) arising out of any Claims involving you and any third party or governmental entity or agency.
    2. **Indemnity** You will defend (at Aosom’s option), indemnify and hold Aosom and its affiliates (and their respective employees, shareholders, directors, agents and representatives) harmless from and against any and all claims, costs, losses, damages (including any indirect, special incidental, or consequential damages), judgments, fines, penalties, penalties, interest, costs, and expenses (including reasonable attorneys' fees and costs of any investigation, defense, and settlement) arising out of any Claims that arise out of or relate to: (i) any breach (or alleged acts or omissions that if true would be a breach) of any of your representations, warranties, or obligations set forth in this agreement; or (ii) the advertisement, offer, sale or return of any products, any actual or alleged infringement of any intellectual property rights by you, or any taxes owed by you, or the collection, payment or failure to collect or pay such taxes. You will provide all cooperation, documentation, and information reasonably requested by Aosom in connection with any Claim. Aosom will have the right to control all defense and settlement of Claims.
    3. **Claims** “Claim” means any action, allegation, claim, demand, lawsuit, legal proceeding, administrative or other proceedings or litigation, inquiry, audit, or investigation.