

**1. Requirements**

To be eligible to register as a wholesale client, the products being purchased must be for resale at a retail establishment. You must provide us with your business tax number (GST and PST number) or if you do not have a business tax number, a completed exemption certificate. We require that your initial order meet a minimum of \$400.00. We accept MasterCard, Visa, Cheque, or Money Transfer. All credit card information is secure and is only used upon fulfillment of your order. All delivered goods remain in possession of TROIKA Canada (a division of ADEPT24 Business Solutions Inc.) until all payments are fully balanced.

**2. Commitments**

In order to do justice to the traditional brand image of the contract products, the retailer must comply with the following advertising principles and coordinate its entire product marketing with that of TROIKA Canada for the sake of consistency and, if necessary, to use the TROIKA advertising material provided by TROIKA Canada.

- a. The names and logos "TROIKA", and "TROIKA Canada" are trademarks of TROIKA/Germany and/or ADEPT24 Business Solutions Inc/Canada. These may only be used after consultation with ADEPT24 Business Solutions Inc.
- b. TROIKA Canada provides product brochures and other promotional materials to their partners. The Retailer is not authorized to make or use any of its own copies or reprints of these promotional materials, except as authorized by TROIKA Canada.
- c. For the product presentation, TROIKA Canada will provide photo files to the retailer upon inquiry. The Retailer undertakes to use only such photographs and logos on his own webpage, online-shop, social media accounts and not modify them unless expressly authorized by TROIKA Canada. When presenting the TROIKA products, the retailer must clearly indicate that the illustrated products are TROIKA products. Above all, the use of photographs in connection with other names is prohibited.
- d. The retailer will conduct his business using qualified personnel who should be able to inform prospective buyers of the versatility of the TROIKA Canada products and provide the customer with instructions for the safety use. The necessary information can be found online at: [www.troikacanada.com](http://www.troikacanada.com)
- e. The retailer has a duty to protect TROIKA Canada's interests and to refrain from doing anything that could endanger TROIKA Canada's reputation, market position or credit rating or damage TROIKA Canada's/TROIKA. The retailer undertakes to follow the sales instructions of TROIKA Canada for the distribution of the TROIKA products.

- f. The retailer will inform TROIKA Canada in which stores and through which websites it will sell the products. It is not permitted for the retailer to act as a so-called "third party supplier" on marketplaces of other companies.

**3. How to place an order**

1. Please order online at the B2B Marketplace ShopZio and access the Troika Canada account (without any charges) at <https://shopzio.com/home/login/9855>
2. Alternatively, send us an email with your order details to [service@troikacanada.com](mailto:service@troikacanada.com).
3. A confirmation will be sent containing prepayment agreements (20% due on receipt of proforma invoice), delivery information, etc., once an order is placed.

**4. Suggested Retail Price (MSRP)**

Products or goods purchased from TROIKA Canada should not be sold below the manufacturer's suggested retail price (MSRP).

**5. Wholesale Pricing**

For up to date price list please contact us at [service@troikacanada.com](mailto:service@troikacanada.com). TROIKA Canada reserves the right to revise or amend the forms. Prices may be changed at any time without further notice.

**6. Shipping and handling**

Costs for shipping and handling are not included in the item price and will be charged in addition. Smaller re/orders, shipping to remote areas and high-volume orders shipped directly from Germany will be calculated individually and depend on the order and shipping address. Any costs which may arise for customs and taxes are not included.

**7. Delivery**

With the order confirmation we will provide you with an estimated delivery day.

**8. Returns**

Please notify us via e-mail or phone if there is a problem with your order. We take pride in providing excellent service. A "return" requires our authorization to either 1. Replace an item(s) and or 2. Issue a credit toward future purchases. An order cancellation must be made within 3 business days of the original order date to prevent a 20% restocking/shipping & handling.

**9. Damages and Defects**

Please inspect all shipments immediately upon arrival. Please contact us at [service@troikacanada.com](mailto:service@troikacanada.com) within 3 days of receipt of damaged or defective shipments. Returned merchandise will be replaced with new

merchandise. Returned merchandise will not be accepted if it is held for more than 15 days after receipt.

**10. Entire agreement**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us or in respect to the service constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Wholesale Terms and Conditions). Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

**11. Governing law**

These Terms and Conditions and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of Vancouver British Columbia CA V6A 4K4.

**12. Changes to Terms and Conditions**

You can review the most current version of the Terms and Conditions at any time online at:

[www.troikacanada.com/pages/wholesale](http://www.troikacanada.com/pages/wholesale).

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

**13. Contact information**

TROIKA Canada is a division of ADEPT24 Business Solutions Inc.. Questions about the Terms should be sent to us at [service@troikacanada.com](mailto:service@troikacanada.com) or mailed to: **ADEPT24 Business Solutions Inc.**

c/o TROIKA Canada  
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Canada