

# velvet fawn

Wholesale Agreement

Boutique Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Buyers Name: \_\_\_\_\_

## 1. Prices and Payment.

1.1 Prices. Merchandise prices and minimum order quantities of Merchandise are set forth. Boutiques must sell garments at set MSRP by Velvet Fawn.

1.2 Purchase Orders. Customer must submit written or digital purchase orders for the Merchandise no later than the time and date set forth by collection deadline, setting forth quantity and type. Purchase orders received after deadline will not be taken.

1.3 Payment. Customer will be invoiced for merchandise orders and payment is due at time of order.

1.3a Deposit. A 30% deposit is due upon order placement. This is nonrefundable.

1.3b. Types of Payment. Check or credit card is accepted. If paying by CC there will be a processing fee included to the buyers total.

1.4 Refunds. Velvet Fawn does not refund wholesale orders. All sales are final.

## 2. Shipping.

2.1 Customer will be responsible for all merchandise shipping and handling expenses, including taxes. Boutique must notify Velvet Fawn of any claimed shipping error or damage within time limit to notify of error or damage [five (5) days] of receipt of merchandise.

3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANDISE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER. IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS OF CUSTOMER.

## 4. Miscellaneous.

4.1 Buyer-Seller Relationship. The relationship created by this agreement is solely a buyer-seller relationship. This agreement does not make either party the employee, agent, or legal representative of the other for any purpose whatsoever.

**4.2 Hang Tags. Boutique must keep all Velvet Fawn hang tags on garments prior to selling to customer. They are not to cover up any information on the tag with stickers or markers/pens of any kind.**

**4.3 Product Labels. Boutiques must keep all Velvet Fawn brand labels inside each garment.**

## 5. Social Media

5.1 Customer has permission to use any media provided from Velvet Fawn. These images will be sent to you via email or can be found in our website portal which is accessed by password. **Please do not use photos with children in them from our social media/website accounts as these are children and release must be signed before hand if under the age of 18.**

5.2 When posting images to social media account **MUST** use @shopvelvetfawn in the photo description

Facebook: @velvetfawn

Instagram: @shopvelvetfawn

## 6. Preselling and giveaways

6.1 Preselling is only allowed when entire of the order is paid for in full and the item must already be available via www.velvetfawn.com. Preselling is also not allowed in VIP facebook groups.

6.2 Giveaways for Velvet Fawn products are only allowed once the merchandise is in your boutique.

## 7. Radius

7.1 Velvet Fawn LLC reserves the right to sell our brand to boutique that has a brick and mortar location. *There is no radius that we have set forth as of 10/7/18.* This will be evaluated as the brand grows. Exclusive contracts are available. Velvet Fawn LLC will either accept or deny the exclusive contract based upon location of brick and mortar.

## 8. Breach of contract.

8.1 Failing to abide by this contract can result in not being to buy and sell Velvet Fawn in your retail location.

## 9. Evaluation

9.1 Velvet Fawn LLC reserves the right to edit this contract in any way. If the contract is edited a new copy will be sent to all retailers.

Buyers Signature: \_\_\_\_\_

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