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MANDUKA WHOLESALE AGREEMENT
(United States)

This Wholesale Agreement (“Agreement”) is entered into in El Segundo, California on the day of _____, in the year 20____ between Manduka LLC, a Delaware corporation (“Manduka”), and _____ (“Wholesaler”), a _____ (type of business).

Manduka will provide Wholesaler with the opportunity to sell Manduka’s line of yoga mats, accessories and apparel (“Products”) solely to retail end users from Wholesaler’s retail store. Unless such status is revoked by Manduka, in Manduka’s sole and absolute discretion, Wholesaler will be considered an “Authorized Wholesaler.”

AGREEMENT

Wholesaler will provide a certificate of tax exemption (resale license) in order for sales tax exemption on resale items. A suitable exemption certificate is required for each jurisdiction to which Manduka product is shipped. Sales tax will be charged unless tax exemption documentation is presented and valid. *All items purchased for Studio Gear are subject to sales tax.

Manduka will fulfill accepted orders of available Products requested via email, telephone, or Manduka’s wholesale (B2B) website. All orders are subject to acceptance by Manduka. Manduka may reject any order in its sole discretion for any reason or no reason.

Manduka will stand behind the quality of Products and is responsible for replacing any defective Products sold to Wholesaler. Documentation of defect must be provided upon request.

Manduka will ship all orders via a preferred carrier, unless other arrangements are made and approved by Manduka. Orders must be sent to physical shipping addresses (no PO Boxes). Orders shipping to Alaska or Hawaii cannot ship via ground or home delivery service and must be expedited. Wholesaler is responsible for all shipping charges including charges associated with multiple shipments as needed.

Manduka will ship all orders within two business days of receipt of payment for all available Products, unless other arrangements are made.

Manduka will not accept returns on wholesale orders, unless Products are defective. All defective Products must be returned in new, unused condition. Defective status to be verified by Manduka upon receipt of returned product.

Wholesaler will provide credit card to be charged for all orders at the time of purchase, unless another form of payment has been approved by Manduka.

Wholesaler will handle ALL exchanges and returns directly with their customers. It is the sole discretion of the Wholesaler as to whether they will allow exchanges/returns on non-defective Products for their customers.

Wholesaler will be responsible for collecting and remitting required sales tax on all sales to Wholesaler’s customers.

Manduka has a unilateral Minimum Advertised Price (MAP) Policy, which applies to all authorized sellers of Manduka Products in the United States of America. This provision is intended to inform you of the MAP Policy. It does not constitute consideration for this Agreement, and does not separately constitute an agreement between you and Manduka regarding the price you will charge your customers for the Products. Manduka does not seek and will not accept from Wholesaler any assurance of compliance with the MAP Policy.

Wholesaler will represent Manduka's Products according to Manduka's brand standards, and will comply with Manduka's product quality controls and customer service expectations, as communicated to Wholesaler from time to time, including, without limitation, the Manduka LLC Product Care, Customer Service, and Other Quality Controls attached as Exhibit A.

Wholesaler will conduct its business as it pertains to Manduka and the Products in a reasonable and ethical manner at all times and will not engage in any deceptive, misleading, or unethical practices or advertising at any time. Wholesaler will not make any warranties or representations about the Products except as expressly authorized by Manduka. Wholesaler will comply with all applicable laws, rules, regulations, and policies (a) applicable to Wholesaler's business and/or (b) related to the marketing and sale of the Products. Wholesaler will represent the Products in a professional manner and refrain from any conduct that is or could be detrimental to the reputation of Manduka or the Products. Wholesaler will not advertise Products that it does not carry in inventory. Wholesaler will source Manduka Products only from Manduka.

Wholesaler will not ship, sell, or promote Products outside of the United States of America, without express written consent from Manduka.

Wholesaler will make all sales of Products only to End Users and will not re-sell Products to other resellers, dealers, or distributors in a "wholesale" manner. An "End User" is any purchaser of the Products who is the ultimate user of the Products and who does not intend to resell the Products to any third party.

Wholesaler will not sell or transfer Products to any person or entity Wholesaler knows or has reason to know intends to resell the Products, including any liquidator.

Wholesaler will not offer for sale or sell Products over the Internet without the express written consent of Manduka in its sole discretion. This prohibition includes sales on any website, online marketplace (e.g., Amazon, eBay, Walmart), mobile application, or other online forum.

Wholesaler acknowledges and agrees that Manduka or its licensors own all proprietary rights in and to the Manduka® and Yogitoes® brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property related to the Products (the "Manduka IP"). Wholesaler is granted a limited, non-exclusive, non-transferable, revocable license to use the Manduka IP solely for purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of this Agreement. All goodwill arising from Wholesaler's use of the Manduka IP will inure solely to the benefit of Manduka or its licensors.

Wholesaler's use of the Manduka IP will comply with any guidelines provided by Manduka from time to time and must be commercially reasonable as to the size, placement, and other manners of use. Manduka reserves the right to review and approve, in its sole discretion, Wholesaler's use or intended use of the Manduka IP at any time, without limitation. In marketing the Products, Wholesaler will ensure that all Product images and descriptions are accurate and up to date. Product images not supplied by Manduka are subject to review and approval by Manduka upon request.

Wholesaler will not create, register, or use any domain name, social media screenname, or mobile application name that contains any Manduka product name or any trademark owned by or licensed to Manduka, nor a misspelling or confusingly similar variation of any Product name or any trademark owned by or licensed to Manduka.

Manduka may review Wholesaler's activities for compliance with this Agreement, and Wholesaler agrees to cooperate with any such inquiry, including, but not limited to, permitting inspection of Wholesaler's facilities and records related to the sale of Manduka Products.

Manduka, in its sole discretion, may terminate this Agreement, discontinue doing business with any Wholesaler, and terminate Wholesaler's status as an Authorized Wholesaler at any time with written notice. Upon termination of Wholesaler's status as an Authorized Wholesaler, Wholesaler shall immediately cease (i) selling the Products; (ii) acting in any manner that may reasonably give the impression that Wholesaler is an Authorized Wholesaler of the Products or has any affiliation whatsoever with Manduka; and (iii) using all Manduka IP.

Manduka may amend this Agreement with 30 days' notice to Wholesaler. Wholesaler's continued use, advertising, offering for sale, or sale of the Products, use of the Manduka IP, or use of any other information or materials provided by Manduka to Wholesaler will be deemed Wholesaler's acceptance of the amendments.

Wholesaler Business Name: _____

Wholesaler Representative Signature: _____

Wholesaler Representative Name: _____

Wholesaler Representative Title: _____

Signature Date: _____

EXHIBIT A

MANDUKA LLC PRODUCT CARE, CUSTOMER SERVICE, AND OTHER QUALITY CONTROLS

1. Comply with all instructions provided by Manduka regarding the storage, handling, shipping, disposal, or other aspect of the Products, including instructions provided on Product labels. Store Products in a cool, dry place, away from direct sunlight.
2. Sell Products in their original retail packaging with all Manduka-provided labels, tags, and literature.
3. Do not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Do not tamper with, remove, deface, or otherwise alter any serial number, UPC code, or other identifying information on Products or their packaging.
4. Do not bundle Manduka Products with non-Manduka Products without the prior written consent of Manduka.
5. Do not advertise or resell as “new” any Product that has been returned opened or repackaged.
6. Promptly upon receipt of the Products, inspect the Products and their packaging for damage, defect, evidence of tampering, or other nonconformance (a “Defect”). If any Defect is identified, do not offer the Product for sale and promptly report the Defect to Manduka at wholesale@manduka.com.
7. Be familiar with the special features of all Products marketed for sale and obtain sufficient Product knowledge to advise customers on the selection and proper use of the Products, as well as any applicable guarantee or return policy. Promptly and professionally respond to all customer inquiries.
8. Ensure that any third-party logistics provider engaged to store inventory of or fulfill orders for the Products is aware of and complies with all Product quality controls and customer service standards described herein or otherwise conveyed by Manduka. Ensure that any such third-party logistics provider stores all inventory of Products segregated by seller such that no Products provided to the third-party logistics provider are commingled with those owned by any third party. Manduka reserves the right to request additional information regarding the use of third-party logistics providers and such information must be provided promptly to Manduka. Cooperate with Manduka in investigating any concerns related to the Products that may relate to the use of a third-party logistics provider.
9. Cooperate with Manduka with respect to any Product tracking systems (including, without limitation, serial number tracking) that may be implemented from time to time.
10. Cooperate with Manduka with respect to any Product recall or other consumer safety information dissemination efforts.
11. Implement commercially reasonable loss prevention and anti-diversion measures. Notify Manduka promptly in the event of a theft or other loss of a material quantity of Products.
12. Report to Manduka any customer complaint or adverse claim regarding the Products and assist Manduka in investigating any such complaints or adverse claims.
13. Cooperate with Manduka in the investigation and resolution of any quality or customer service issues related to the sale of the Products, including disclosing information regarding Product sources, shipment, and handling.