MANDUKA WHOLESALE AGREEMENT

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.

AGREEMENT

Wholesaler will provide a certificate of tax exemption to obtain wholesale pricing. 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. In the event of an audit, Wholesaler is expected to respond promptly. The tax burden will shift from Manduka to the Wholesaler if proper documentation is not received.

Minimum first order subtotal value must be greater than or equal to $500. Annual order subtotal summation must be greater than or equal to $1,000 for account to remain in an active status.

Manduka will fulfill received orders of available Products requested via email, telephone, or Manduka’s wholesale (B2B) website.

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 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 pre-approved terms have been established.
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.

Wholesaler acknowledges receipt of Manduka’s current Minimum Advertised Price (MAP) Policy.

Wholesaler will represent Manduka’s Products according to Manduka’s brand standards as communicated to Wholesaler from time to time.

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

Wholesaler will make all sales of Products to retail end users and will not re-sell Products to other resellers, dealers, or distributors in a “wholesale” manner.

Wholesaler will not re-sell Products to liquidators or to other parties in a “liquidation” manner.

Wholesaler will not sell Products over the Internet without the express written consent of Manduka in its sole discretion. If granted permission, Wholesaler must abide by Manduka’s Online Brand Standards as communicated to Wholesaler from time to time, and must provide all other names by which Wholesaler operates (including names used on eBay, Amazon, etc.). Manduka restricts all online selling through third party websites such as Amazon, eBay, etc.

Manduka, in its sole discretion, reserves the right to designate an account as inactive after 12 months of no activity. Accounts can be reactivated upon request by Wholesaler.

Manduka, in its sole discretion, reserves the right to discontinue doing business with any reseller not fully abiding by this Agreement.

*Agreement subject to change with 30-day notice.*

________________________________________________________

**Wholesaler** Representative Signature  **Wholesaler** Business Name

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Date