

# Infamous Swim Retailers Sales Agreement

By completing our Wholesale Customer Registration on the Infamous swim website ([www.infamousswim.com](http://www.infamousswim.com) OR [usa.infamousswim.com](http://usa.infamousswim.com)), you the retailer are deemed to have read and agreed to the following terms and conditions. These terms and conditions apply to all wholesale orders.

## **Australian Wholesale Orders:**

The minimum order must be \$1,500 AUD, excluding freight costs.

Subsequent or refill orders must be a minimum of \$500 AUD, excluding freight costs.

All orders must be paid for in full prior to shipping at the time of placing the order.

We are accepting wholesale applications for retail and online stores within Australia and New Zealand for our standard collections, selected styles as specified by Infamous Swim are available for wholesale orders.

Please refer to the available wholesale stock list for this information.

We do not sell indent. We offer a stock service for each season until sold out.

We do not offer a drop ship service.

## **International Wholesale Orders:**

All orders must be a minimum of \$1,500 AUD, excluding freight costs and any applicable customs duties.

We do not offer a drop ship service.

All orders must be paid for in full at the time order ordering and prior to shipping.

We use DHL International Airfreight for all international orders. Alternatively you can arrange your own courier or freight forwarder.

## **Minimum Spend:**

The minimum spend for stockists within Australia and Internationally is \$1,500 AUD.

If you require a restock of the same season's collection the minimum is \$500 AUD.

Please note minimum spend amounts do not include wholesale discount, tax or freight charges.

## **Minimum Quantity:**

At Infamous swim we encourage you to stock our best sellers. You can order as many per size/SKU as you like. We are happy to assist with sizing, fits and top sellers if needed to assist with your sales.

## **Pre-Order:**

Wholesale customers cannot purchase Pre-Order styles, wholesale customers can only purchase what is currently in stock.

## **Postage and Handling:**

Shipping costs depend on your location and the weight of the packages. Shipping will not be charged on checkout. You will be invoiced separately for shipping.

We use DHL International for international shipping and Australia Post within Australia.

Please email us for shipping pricing or alternatively you can organise your own courier.

All international taxes and customs clearance charges are the responsibility of the retailer.

If stock is damaged in transit this is the responsibility of the shipping company, Infamous Swim takes no responsibility for shipping once it has left our premises. We encourage you to add additional insurance and tracking to cover such risks. If you, the retailer engage your own courier service to ship the product then it is your responsibility to seek compensation for any damaged goods.

**Payment:**

When purchasing stock payment must be upfront via either Direct Debit, Credit Card or via PayPal.

Once payment has been received we will distribute the stock to you. Please allow 1-5 working days once payment has been received for us to process your wholesale order.

If you require the stock immediately please email us at [sarah@infamousswim.com](mailto:sarah@infamousswim.com) and we will do our best to achieve a quicker turn around.

**Shipping Invoice:**

Once your order has been packed you will receive an invoice for shipping. This is shipped at the lowest rate through Australia Post & DHL (Internationally).

Shipping is calculated separately from wholesale order and invoiced. We do this so our stockists never overpay for deliveries as they are calculated on weight of package once Infamous has paid Australia Post (Domestic) or DHL (International).

Payment is accepted via PayPal or Direct Debit.

We do expect payment within 7 days. And we will only hold the stock ordered for 7 days. If shipping has not been paid before the 7 day deadline the order will be returned to stock and the order cancelled.

All shipment invoices must now be paid prior to shipment or packages will not be shipped.

A stockist of Infamous Swim products is responsible for insurance in case of theft and damage.

All stock must be paid in full up front via direct debit or via PayPal credit card, stock will not be shipped until funds have cleared.

**Online Sales Agreement:**

Upon placing an order, you agree to abide by the following rules. Unfortunately failure to do so will result in cancellation of wholesale application:

1. Items must ONLY go on sale online/social media when we notify you to do so. We are not a sale/discount retailer and selectively offer our customer discounts or offers at set times during the year.
2. You may however have sales using your own coupon codes via email marketing only (not advertised on social media or coupons through your brand reps) or you may have sales inside your retail brick and mortar store.

**Refund Policy:**

We do not provide refunds or exchange for change of mind, so please choose carefully.

If the goods are faulty or not true to design then we will then apply a credit or refund for agreed products.

If there is a manufactures defect with any garment, please complete our returns request form with images and details of the defect for your refund or credit.

We don't accept return of faulty items that have been worn or returned by customers without their tags and hygiene stickers.

**Photos of Our Products:**

Infamous Swim can provide high resolution photos on request via dropbox to promote the label for the use on approved stockists websites and/or any social media. Please note that these images remain the sole property of Infamous Swim and we have final say on the usage of images.

You may use any of the images from our website.

All images published on Instagram featuring Infamous Swim styles/products must include tags

@infamousswim and #infamousswim. Failure to continually not tag the Infamous brand may result in us cancelling your wholesale account. Images taken from our Instagram and Facebook page must also include tags from our brand reps and permission from customers posting them. We take no responsibility for the images you share on social media.

At Infamous Swim we encourage stockists to use not only our images at any time but also their own creative images of Infamous Swim products in any market campaigns. Our aim is to promote you as much

as we can on social media and if we love your images we are happy to promote and tag. If you find any images you love from our collections or media that you love and would like to use for your website banners or marketing let us know and we can send you high resolution images.

**Coupon Codes:**

At times we may give you a coupon code for a credit of a product, this coupon is valid for 6 months after date of issue.

Our retail customer coupon codes for discounts cannot be used on wholesale orders. We have the right to cancel your order at our discretion.

**Misconduct:**

We have the right to refuse a stockist or cancel a stockist order if a stockist is misleading in any way or form. We may do this at any time if our brand is being represented in the wrong way.

**Fraud:**

Fraudulent activities are highly monitored on our site and if fraud is detected Infamous Swim shall resort all remedies available to us, and you shall be responsible for all costs and legal fees arising from these fraudulent activities.

**By Law**

Our agreement and these terms and conditions will be construed and governed according the laws of Victoria.

**Feedback:**

We love feedback, it helps us grow and improve our products so we can give stockists and customers exactly what they want. Please chat to us and let us know what's selling or not selling and what customers are talking to you about. Feedback good or bad helps us continually improve and stay onto of the market.

I \_\_\_\_\_(NAME) \_\_\_\_\_(SIGNATURE) \_\_\_\_\_(DATE)

Agree to all terms and conditions as listed above for holding an Infamous Swim wholesale account.

Store name: \_\_\_\_\_Website: \_\_\_\_\_

Store/Postal address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Please return completed and signed copy of this document to [sarah@infamousswim.com](mailto:sarah@infamousswim.com)

We also suggest keeping a copy for your own records.

Once received and your wholesale account is confirmed you will be provided with your wholesale ordering information.