



Authenticity & Authorization Requirements

The undersigned vendor, _____, the ("Vendor") on behalf of itself, its management, employees and agents, does hereby certify to Lyons Trading Company LLC dba Proozy.com ("Proozy") the following:

1. The Vendor is the duly authorized party for the sale of all inventory offered to Proozy (the "Subject Goods").
2. The Vendor acquired the Subject Goods directly from the manufacturer or from a person or entity known to Vendor, after reasonable investigation, to be an authorized reseller of the manufacturer.
3. All of the Subject Goods are authentic, first quality, defect-free products of the manufacturer.
4. None of the Subject Goods or its packaging have been altered or otherwise modified in any manner. Vendor warrants that the goods are in original factory cases and in new saleable condition unless otherwise noted on the Purchase Order.
5. All goods comply in every respect with all laws, rules and regulations of the United States of America ("USA") and each state of the USA, and were produced, manufactured, imported, distributed, package and labeled in compliance with all local laws, rules and regulations and all laws, rules and regulations of the USA and each state of the USA, including without limitation, the Fair Labor Standards Act of 1938, as amended, and the acts referenced in the next sentence.
6. The Subject Goods that are required to, meet all standards mandated by the Consumer Product Safety Improvement Act ("CPSIA"). Specifically, Vendor certifies that all applicable products meet all current standards for lead and phthalates as set forth in the CPSIA and the Standard Safety Specifications for Toy Safety, ASTM F963-07. Vendor agrees to be in full compliance with all aspects of the CPSIA and ASTM F963-07.
7. The Vendor has the legal right to sell the Subject Goods to Proozy for resale by Proozy as is without obtaining the express permission of the manufacturer.
8. There are no sales restrictions as to where the buyer may resale the goods, including all domestic and international markets unless noted in writing.
9. The Vendor possesses clean and clear title to the Subject Goods and has the legal right to sell the Subject Goods to Proozy free and clear of any encumbrances, liens, or other claims to the contrary by any third party.



10. The Vendor will indemnify and hold Proozy harmless from any claims that, upon purchase from the Vendor, Proozy does not have the legal right to resell the Subject Goods or otherwise arising from any inaccuracies in the certifications hereinabove set forth. The Vendor indemnifies and holds Lyons Trading Co, LLC, its affiliates, directors, officers, employees and agents harmless from and against all loss, liability, vendor costs, damages and expenses (including, without limitation, attorney's fees and disbursements) and all suits, actions and judgments arising out of or in any way related to or in connection with this Purchase Order (and any other acquisition of goods) and posted at www.proozy.com/pages/vendor_terms.

Vendor

Name

Title

Date