

# 1769 Glendale Blvd. Los Angeles, CA 90026, USA

Phone: (213)484-3882 xt.204 Fax: (213)484-8677 wholesale.stockroom.com

Dear Reseller,

We want to thank you for your inquiry. Here at Stockroom, we have over 30 years of experience manufacturing hand-made bondage gear that's built to last a lifetime.

This information below will give you a good introduction to our Wholesale policies. Once we receive your completed account application, you can place your orders through our website, by phone, email, or fax. Please feel free to call us with any questions you may have.

### Wholesale Policy:

For all first time orders the minimum order is \$600. The minimum for subsequent orders is \$400. All domestic orders can be prepaid with a VISA, MasterCard, Discover, or AMEX card. International orders can be paid via credit card or bank transfer.

#### Ordering:

The best way to place orders is by submitting your orders online. You may also reach us by phone, email, or fax. Your orders are received and processed within 48hrs and shipped within a week of receipt. We have included a copy of our wholesale application and ask that it be filled out and returned complete.

Regardless of the terms of your new account, we will need the Wholesale and MAP Agreements completed, signed, and returned back to us before we can process your new order.

Please let us know if we can help tailor your product selection to best suit your retail environment. Promotional materials, such as a selection of posters and catalogs, can be provided upon request. We invite you to take a look at our wholesale portal (accessible upon application approval). Please note that the prices on the website are current Wholesale pricing.

Website: https://wholesale.stockroom.com

We look forward to doing business with you! Please don't hesitate to contact us if you have any questions; we are happy to help.

Best regards,

Wholesale Team Stockroom Wholesale https://wholesale.stockroom.com



**BUSINESS INFORMATION:** 

## WHOLESALE ACCOUNT APPLICATION

Date
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The following is our standard account application that must be filled out completely. You can submit this application online or print and return it via fax or mail. The address and fax number is listed below.

- Fill out both pages of the following wholesale application completely and sign on the bottom line. Incomplete applications might result in delays processing.

  To keep your credit terms open, we will require an updated credit application every three years.

OWNERSHIP INFORMATION: How Long Established Under Current Ownership?

All invoices MUST be paid within the appointed terms from the DATE OF INVOICE. Accounts with a history of late pays will be refused future credit terms.

Full Legal Company Name: \_\_\_\_\_Phone: \_\_\_\_\_Phone:

Address:			F	ax	
City:			State:Zip:_	How Long At This Address?	
Type Of Business:	Fed. Tax ID No				
Website:			Email:		
Ownership: Proprietorship	Partnership	☐ Corporation	☐ Non-Profit	Resale Certificate No.	

Home Address:\_\_\_\_\_\_ City:\_\_\_\_\_\_ State:\_\_\_\_ Zip:\_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_\_\_ % Owned:\_\_\_\_\_\_\_ % Principal's Full Name #2 : \_\_\_\_\_\_ Title: \_\_\_\_\_ \_\_\_\_\_ City:\_\_\_\_\_\_ State:\_\_\_\_ Zip:\_\_\_\_\_

Principal's Full Name #1 : \_\_\_\_\_ Title:

### **Terms and Conditions**

- 1. <u>Terms and Conditions:</u> As a condition precedent to Applicant being considered for and/or subsequently granted wholesale account status by The Stockroom, Inc. ("Stockroom"), Applicant agrees to be bound by all terms and conditions set forth herein.
- 2. <u>Invoice Provisions:</u> As well as the terms hereof, Applicant further agrees to be bound by the terms and provisions set forth on Stockroom invoices, bills of lading, and other transit documentation (hereinafter collectively this "Agreement") as to any and all sales, shipments, credits and other transactions with Applicant thereunder. The provisions of any Purchase Order or other instrument of Applicant are superseded by the provisions of this agreement.
- 3. <u>Authorization:</u> Applicant represents and warranties that Applicant has the right to enter into this Agreement, and that doing so will not infringe, impede, or frustrate any other contract or agreement Applicant may have with any third party. If Applicant is an entity other than a sole proprietorship, the undersigned represents that he is duly authorized to enter into this Agreement on behalf of, and to bind, such entity.
- 4. Performance Guarantee: The undersigned hereby personally guarantees performance of all obligations of Applicant under this Agreement and payment by Applicant of all amounts due hereunder to Stockroom. Having been advised of the effect of said provisions by its own council, Guarantor expressly waives the provisions of Section 2815, 2819, and 2845 of the California Civil Code (and all similar Guarantor's rights as well as provisions of any statute of the law of any other jurisdiction which are similar in circumstance or effect to such actions) which read as follows: Section 2815: "A continuing guarantee may be revoked by the guarantor, in respect to future transactions, unless there is a continuing consideration as to such transactions which he does not renounce."; Section 2845: "A surety may require the creditor, subject to Section 996.440 of the Code of Civil Procedure, to proceed against the principal, or to pursue any other remedy in the creditor's power which the surety cannot pursue, and which would lighten the surety's burden; and if the creditor neglects to do so the surety is exonerated to the extent to which the surety is thereby prejudiced."; Section 2819: "A surety is exonerated, except so far as he may be indemnified by the principal, is altered in any respect, or the remedies or rights of the creditor against the principal, in respect hereto, in any way impaired or suspended." Said Guarantor further waives the provisions of Section 2849 (surety entitled to benefits of securities for performance) and Section 2850 (property of principal first applied to discharge of obligation), to the extent that the same may be applicable to all transactions between Applicant and Stockroom.
- 5. <u>Security Interest:</u> Stockroom shall have and retain a security interest in all goods shipped to Applicant until such time as all payments obligations of Applicant have been completed.
- 6. <u>Terms of Payment:</u> All orders are pre-paid, unless other arrangements have been agreed upon in advance and appear on the face of this contract. Made-to-order requests are subject to a 30% deposit and full-payment to be due upon delivery or receipt of the goods.
- 5. Excuse for Nonperformance: All orders are accepted subject to the occurrence of contingencies beyond Stockroom's reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, novelty of product manufacture or other unanticipated product development problems, governmental acts/requirements, strikes, floods, fires, accidents, delays, contingencies of transportation, and any other cause beyond the control of Stockroom. If any such cause prevents or interferes with the delivery of goods ordered, Applicant shall accept as full and complete fulfillment of the order such portion of the goods covered by the order as Stockroom is able, under the circumstances, to produce and deliver in accordance with the order.
- 8. **Revocable on Nonpayment:** If Applicant fails to pay Stockroom when due, or if any payment tendered is subsequently dishonored, Stockroom may terminate this Agreement as to further delivery, and no forbearance or course of dealing affects this right of Stockroom. Notwithstanding any previous shipment(s) on credit, Stockroom may, at any time, demand payment on delivery or require payment on tender of shipping documents.

- 9. <u>Acceptance of Terms:</u> No quotation, order or contract is binding until accepted in writing by an officer of Stockroom at its general office at 1769 Glendale Blvd. Los Angeles, Ca 90026, USA. Until accepted in this manner, all quotations, orders and./or contracts are subject to change without notice.
- Use of Intellectual Property: Stockroom may, in its sole and exclusive discretion, authorize Applicant to employ certain images, video clips, descriptions, instructions, trademarks trade-names and service marks ("Intellectual Property") belonging to Stockroom. Said authorization, if granted, shall be a non-exclusive, limited, revocable right to use the Intellectual Property solely in connection with Applicant's sales of the goods acquired from Stockroom. Applicant may not modify the Intellectual Property in any way, including but not limited to cropping of any images, clips, etc. to remove Stockroom's copyright and/or trademark notice(s). Stockroom reserves all rights in the Intellectual Property and Applicant may not copy, distribute, or otherwise deal in or exploit same in any way, in any format now known or subsequently devised, anywhere throughout the universe, except as otherwise specifically permitted herein. Applicant agrees to use the Intellectual Property only: (I) in accordance with the highest standards and of such style, appearance and quality as to be adequate and suited for exploitation to the best advantage, protection and enhancement of Stockroom, its goods, and the goodwill pertaining thereto; (ii) in accordance with all applicable international, national, federal, state and local laws, treaties and governmental orders and regulations; and (iii) in no manner reflecting adversely upon Stockroom and/or its goods. Stockroom may revoke said licenses at any time, for any reason, in Stockroom's sole and exclusive discretion and upon notice of such revocation, Applicant will immediately discontinue the use of such Intellectual Property. The images and descriptions that may be licensed appear on Stockroom's website at wholesale.stockroom.com. No other images, text, marks or other works (including but not limited to all other images, marks and/or descriptions appearing in other locations in Stockroom websites, or elsewhere) may be exploited without the prior written consent of Stockroom. Any unlicensed exploitation and/or exploitation in excess of the rights granted, shall be deemed an infringement of Stockrooms rights and not, merely, a breach of this Agreement.
- 11. Arbitration: Any controversy arising out of or relating to this agreement, or the making, performance or interpretation thereof shall be settled by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect. Said arbitration shall be held exclusively in Los Angeles, California and a any ruling therefrom my be entered by the Superior Court of California, or if applicable, the United States
  District Court for the Central District of California, located in Los Angeles, California. Applicant irrevocably consents to appear personally for any and all such arbitration proceedings in Los Angeles, California, the general and personal jurisdiction of such courts to enter such judgements thereon, waives any challenges thereto including but not limited to forum non-conveniens, and consents to the domestication of any such judgement in one or more jurisdictions in which Applicant's business and/or assets, in whole or in part, may be found.
- 12. <u>Choice of Law:</u> This Agreement and all invoices hereunder shall be deemed as contracts entered into within the state of California and shall be governed by the laws of the United States and the state of California without reference to rules governing choice of laws.
- 13. <u>Waiver:</u> No waiver or any breech of default under this contract operates as a waiver of any future breach and/or default, whether of a like or different character, except as otherwise provided herein.
- 14. <u>Attorney's Fees:</u> In the event it becomes necessary for Stockroom to retain legal council to implement collection procedures, to undertake arbitration, litigation, or to otherwise protect its rights under this Agreement, Applicant shall pay Stockroom's actual Attorney's fees and all related arbitration and litigation costs, whether or not any such arbitration and/or litigation proceeds to final judgment.
- 15. <u>Collection Agency Fees:</u> In the event it becomes necessary for Stockroom to retain one or more agents for collection procedures, Applicant shall pay all Stockroom's collection fees and related costs charged by said agent(s).
- 16. **Returned Check Fees:** There will be a \$25.00 fee for the first check returned as unpayable and \$35.00 for each subsequent check(s) returned as unpayable. Said fees shall be in addition to any outstanding balances due. Stockroom may report dishonored checks to various agencies including but not limited to credit reporting services and local law enforcement.

- 17. <u>Severability:</u> If any provision of this contract, as applied to any party or to any circumstance, shall be found by a court to be void, invalid or unenforceable, it shall not affect any other provision of this contract, the application of any such provision in any other circumstance or the validity or enforcement of this contract.
- 18. **Assignment:** Applicant may not assign this Agreement, by operation of law or otherwise, without Stockroom's prior written consent. Any attempted assignment not in conformity herewith shall be null and void.
- 19. <u>Modification and Integration:</u> This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. This Agreement expresses the entire understanding between the parties and supersedes any and all former agreements, understandings and representations relating in any way to the subject matter hereof. No modifications, alterations or amendments of this Agreement shall be valid or binding unless in writing and signed by the party to be charged with such modification, alteration or amendment.

Signature	Date
Title	
Company Name	
Address	
Telephone	
	Title  Company Name  Address

## **MAP AGREEMENT**

The Stockroom, Inc. hereby implements this Minimum Advertised Price Policy ("MAP Policy") on its Kinklab, Stockroom, and Stormy Leather lines, which shall apply to distributors and retailers, including catalogs and internet retailers, (collectively, "Resellers") who resell Kinklab, Stockroom, and Stormy Leather products to end users located in the United States and Canada, and in other countries except where such policies are prohibited by law.

This MAP Policy is to preserve The Stockroom reputation for providing customers with a high value product with strong after-sales support. The Stockroom greatly values the efforts of all Resellers who distribute Kinklab, Stockroom, and Stormy Leather products. It is our policy that any advertisements of Kinklab, Stockroom, and Stormy Leather products listed on our wholesale price list must not be below the MAP price, net of any promotions or discounts for that product referenced in Schedule A.

THE STOCKROOM, INC. RESERVES THE RIGHT, AT ITS SOLE AND ABSOLUTE DISCRETION, TO TERMINATE THE SUPPLY OF ALL KINKLAB, STOCKROOM, and Stormy Leather products AND TO TERMINATE YOUR PARTICIPATION IN ANY STOCKROOM PROMOTIONAL PROGRAMS IF A STOCKROOM BRAND IS MISREPRESENTED, The Stockroom, Inc. HAS THE LEGAL RIGHT TO REQUIRE YOU TO REMOVE ALL STOCKROOM PROPRIETARY COLLATERAL FROM YOUR WEBSITE AND ADVERTISING MATERIALS.

This MAP Policy shall be applicable to all Resellers. The Stockroom, Inc. reserves the right to change, modify or discontinue this policy at any time at our sole discretion. The Stockroom, Inc. also reserves the right to take any other action we deem necessary to prevent the use of any Stockroom proprietary rights in the sale or advertisement of unlicensed, infringing or counterfeit merchandise.

#### The MAP Policy shall work under the following guidelines:

- 1. The MAP Policy shall apply to all Kinklab, Stockroom, and Stormy Leather products listed on our wholesale price list and is outlined in Schedule A at the end of this document. The MAP Policy pricing for selected Kinklab, Stockroom, and Stormy Leather products shall be listed on Kinklab, Stockroom, and Stormy Leather products pricing sheets for dealers and distributors. MAP pricing is established by The Stockroom, Inc. for selected products and may be adjusted by The Stockroom, Inc. at its sole discretion at any time with notice to all applicable distributors and Resellers.
- 2. The MAP Policy applies to all advertisements of selected Kinklab, Stockroom, and Stormy Leather products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media including websites, email newsletters, email solicitations, television, radio, and public signage. The MAP policy is not applicable to any in-store advertising that is displayed only in the store and not distributed to any customer. In-store displays, point-of-sale signs, hangtags or bar codes or similar marks on products or product packaging, which merely state the price, are not considered "advertising" for purposes of this MAP Policy. In that regard, this MAP Policy does not apply to the actual sales price on any "check-out page" of any Reseller's website or related internet site (typically the page at which the end user finally purchases the product). This MAP Policy does apply to any other page(s) on the Reseller's website.
- 4. If pricing is displayed, any strike-through or other alteration of the Minimum Advertised Price is prohibited. The Stockroom, Inc. reserves the right to take any action it deems necessary to cause eBay or other auction websites to remove any The Stockroom, Inc. IP displayed without authorization.
- 5. The MAP Policy applies only to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual consumer within the Resellers retail location or over the telephone. Kinklab, Stockroom, and Stormy Leather products Resellers remain free to sell the selected MAP products at any prices they elect.
- 6. The MAP Policy does not establish maximum advertised prices. All Resellers may offer Kinklab, Stockroom, and Stormy Leather products at any price in excess of the MAP established for such products. **SELLING OR ADVERTISING ON AMAZON.COM, ETSY OR EBAY.COM OR OTHER INTERNET AUCTION SITES IS STRICTLY PROHIBITED.** The Stockroom, Inc. does not allow our copyrights, trademarks, trade dress, text, or other intellectual property to be used without The Stockroom, Inc.'s authorization. Sellers of our products also may not misrepresent any

warranty information, nor make any false statements regarding any affiliation with, or endorsement by The Stockroom, Inc..

- 7. The MAP Policy does not in any way limit the ability of any dealer to advertise that "they have the lowest prices" or, they "will meet or beat any competitor's price," that consumers should "call for a price" or phrases of similar import as long as the price advertised or listed for the products is not less than MAP.
- 8. From time to time, The Stockroom, Inc. may instigate promotions for products covered by the MAP Policy because the products are being discontinued or because they are just being released. In such events, The Stockroom, Inc. reserves the right to modify or suspend the MAP with respect to the affected products by notifying all Resellers of such a change. The Stockroom, Inc. further reserves the right to adjust the MAP with respect to all or certain products at its sole discretion upon 7 days advance written notice to Resellers provided that such changes shall apply equally to all Resellers.
- 9. In cases of violation of this MAP Policy:
- a) **First Offense:** Reseller will be sent written notice and allowed twenty-four (24) hours to bring advertising into compliance,

otherwise Second Offense rule will go into effect

- b) **Second Offense:** Reseller will be sent written notice and 30 days ordering suspension will go into effect starting the day the written notice is sent from The Stockroom, Inc..
- c) **Third Offense:** The Stockroom, Inc. will terminate all orders from The Stockroom, Inc. to the Reseller immediately. The Stockroom, Inc. will not provide prior notice or issue warning before taking action under this policy. Kinklab, Stockroom, and Stormy Leather distributors will also be notified that Reseller is to be excluded from ordering any Kinklab, Stockroom, and Stormy Leather products.
- 10. This MAP Policy is solely The Stockroom, Inc. decision and responsibility. No employee nor sales representative of The Stockroom, Inc. has any authority to modify this policy. Any questions about this policy should be in writing and directed to Joel Tucker, The Stockroom, Inc. 1769 Glendale Blvd. Los Angeles, Ca 90026, <a href="mailto:council@stockroom.com">council@stockroom.com</a> who will respond only in writing. No oral communications about this policy shall be binding on The Stockroom, Inc.. The foregoing MAP Policy and any MAP Product Listing are subject to modification or discontinuance by The Stockroom, Inc., in its sole and absolute discretion, at any time.

  Any action taken by The Stockroom, Inc. under this policy shall be without liability to The Stockroom, Inc..
- 11. Distributors of Kinklab, Stockroom, and Stormy Leather products will supply a copy of this MINIMUM ADVERTISED PRICE POLICY to any new or existing retail Reseller. It is the Reseller's responsibility to comply with these requirements, and to provide its employees and agents with any training and instruction necessary to comply with these important responsibilities. The Stockroom, Inc. reserves the right to take any action it deems necessary to address a failure to comply with these requirements, including seeking to prevent the advertisement or sale of Kinklab, Stockroom, and Stormy Leather products on an online auction or website.

#### SCHEDULE A – MAP for Kinklab, Stockroom, and Stormy Leather products

Minimum Advertised Price (MAP) is equal to Manufacturer's Suggested Retail Price (MSRP) on all products listed on our current wholesale price list.

Applicant Signature	Date
Title	
Company Name	
Address	
Telephone	
Email	