

THE FEATHERWEIGHT SHOP TERMS & CONDITIONS

THE FEATHERWEIGHT SHOP

P.O. BOX 620

KOOSKIA, ID 83539

PHONE: 208-880-8887

Thank you for your interest in opening a Wholesale Account with The Featherweight Shop. Please note that placing your wholesale order with us (The Featherweight Shop) and our services (defined below) are subject to the following Terms and Conditions. Agreeing with these terms enables you to open a wholesale account and place wholesale orders at The Featherweight Shop.

We look forward to working with you.

Sincerely,

The Featherweight Shop

Wholesale Document Checklist

The following two documents are required to be signed and returned in order to open a Wholesale Account at The Featherweight Shop:

Signed MAP Policy

Signed Terms & Conditions

The completed documentation can be returned to us via email at info@featherweightshop.com

Please carefully review the Terms and Conditions set forth. By applying for a wholesale account, using your wholesale account or otherwise placing any wholesale order on The Featherweight Shop Wholesale website, you consent to the following Terms and Conditions.

These Terms and Conditions (the “Terms”) is a binding contract between you (herein after “retailer”) and The Featherweight Shop LLC (herein after “The Featherweight shop and/or “wholesaler”) when you place your order with us. You must agree to and accept all the Terms, or you may not use or access these services and offers at any time. The following Terms and Conditions apply to all retailers. By placing your wholesale order with us, you agree to our Terms and Conditions.

ONLINE SALES: *Wholesale accounts are available to brick-and-mortar retail shops, or online retailers with their own storefronts (websites). Businesses are forbidden from selling The Featherweight Shop merchandise on any other third-party websites. The Featherweight Shop products may not be sold on Amazon, eBay, Etsy, Walmart etc.*

If you have any questions, comments or concerns regarding these terms of service, please feel free to contact us at info@featherweightshop.com.

MEMBERSHIP TO WHOLESAL

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1.1 Your membership to a wholesale account shall be subject to appropriate verification and approval by The Featherweight Shop. To set up a wholesale account, visit this page: https://wholesale.singer-featherweight.com/accounts/sign_up

1.2 By applying for a wholesale account on the website, you warrant and give an understanding that:

You own a valid business entity and are fully authorized (hold all the necessary permissions) to operate your store.

You have all the power, legal capacity, and authorization to enter this agreement with The Featherweight Shop. If you consent to these wholesale Terms and Conditions on behalf of your business entity, you agree to be personally liable for any kinds of misrepresentation, infringements, violations, acts and omissions or indemnities granted to any party without proper authorization from your business organization.

All information submitted on the website is accurate, complete, and updated to your knowledge. If we believe or become aware at any point that you have submitted any misleading, false, or fabricated information to create a wholesale account on the website, we may restrict, suspend, or terminate your account in our sole discretion and without any obligations whatsoever.

You will take all necessary precautions to protect your login credentials and maintain a secure run-time environment of your device. You will be fully liable for all activities that may take place through your account, including but not limited to orders placed, or any derogatory, defamatory, or objectionable content shared on the website.

DISTRIBUTION

2.1 If you wish to collaborate with business entities for distributing or reselling any product line made available by The Featherweight Shop, you must ensure that your business partners / resellers strictly adhere to the same terms, conditions, and guidelines as outlined in this Wholesale Terms & Conditions. The wholesale account of a retailer who fails to enforce these terms and instructions with their resellers will be terminated in our sole discretion.

PRODUCTS

3.1 The Featherweight Shop reserves the right to restrict the sale of any product line to specific regions in its sole discretion and exercise this right on a case-by-case basis. Please acknowledge that any promotional offer, product line, or package size otherwise applicable to any wholesale order may not be available in your region or jurisdiction.

3.2 The images of any product line may be software rendered and displayed on the website for illustration purposes only. The actual products may be slightly different from these illustration as the colors shown on devices may differ, depending on factors like hardware, software, color profile and lighting etc.

HOW TO PLACE AN ORDER

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4.1 You can log into your wholesale account at wholesale.singer-featherweight.com and place your order. You must be a registered retailer with The Featherweight Shop to submit your wholesale order request. If you have not yet created your wholesale account, please go to the website, scroll all the way down to the footer, and click on “wholesale.” Follow the prompts and submit your information. We will inform you as soon as you are approved for a wholesale account.

4.2 Occasionally, we will need additional information for account verification.

4.3 If your wholesale account has been approved, you can login with your credentials and start placing wholesale orders.

4.4 Your first order must meet the minimum order requirement of \$150 or above. All orders thereafter must meet the minimum order requirement of \$100. Certain products will have minimum order quantities as well.

4.5 All orders must be prepaid prior to shipping.

4.6 All orders placed by the wholesale account holder are subject to The Featherweight Shop’s acceptance. The Featherweight Shop hereby reserves the right to reject any order, in whole, or in part, for any reason whatsoever.

MANUFACTURE SUGGESTED RETAIL PRICE (MSRP)

5.1 Any product line ordered through your wholesale account shall only be sold at or higher than the MSRP, as determined by The Featherweight Shop’s MAP agreement.

5.2 When pricing is displayed, it must be in accordance with the MAP Pricing guidelines.

5.3 The Featherweight Shop does not establish a maximum MSRP. All resellers may offer Featherweight Shop products in excess of the MSRP established for such products.

WHOLESALE PRICING

6.1 All prices are listed in US dollars. Shipping charges will be calculated separately and added to your wholesale order.

6.2 Prices are subject to change without prior notice. If we find that the price of any product line is quoted incorrectly, we reserve the right to rectify such errors and omissions even if you have already placed your order. We will inform you about the correct price as soon as we can, and you will have the option to cancel your order or proceed with your order at the rectified wholesale price.

6.3 Our wholesale prices and price lists of products made available by The Featherweight Shop shall be deemed as confidential information, to be used by retailers only. Publishing, revealing, or dissemination any confidential information disclosed to the retailers is strictly prohibited without prior written consent from The Featherweight Shop.

6.4 Any failure to maintain the confidentiality of our wholesale prices may result in termination of your wholesale account and The Featherweight Shop may seek compensation for damages caused by your breach of confidentiality obligations.

PAYMENT

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7.1 The Featherweight Shop reserves the right to add or remove any payment instrument on the website at its sole discretion. You can use credit cards or PayPal to place your wholesale order. We accept all major credit cards.

DOMESTIC SHIPPING

8.1 We offer FREE Domestic Shipping on orders \$350 or more. No coupons necessary. It will automatically show as free shipping on your **invoice**. Orders that do not meet the minimum of \$350 will be charged a shipping fee based on weight and shipping destination.

8.2 Shipping charges will be calculated on your wholesale invoice depending on the weight and destination of your shipment. However, packaging and handling of your purchase will be free, and you shall only be paying for the shipping service.

INTERNATIONAL SHIPPING

9.1 All international wholesalers that place an order of \$1000 or more will receive FREE Shipping reflected on the **invoice**. Shipping charges that do not meet the minimum of \$1000 will be charged a shipping fee based on weight and shipping destination. The shipping charge will be calculated on the invoice.

9.2 Shipping charges will be calculated on your wholesale invoice depending on the weight and destination of your shipment. However, packaging and handling of your purchase will be free, and you shall only be paying for the shipping service.

INTERNATIONAL ORDERS

10.1 All retailers registered on the website shall be solely liable to ensure that they can import any product line to their shipping destination without violating any laws, conditions, restrictions or guidelines that may be applicable for importing products to such regions or countries.

10.2 The retailers shall be solely liable for paying customs duties and taxes that may be applicable to their order. The Featherweight Shop shall not be liable for any confiscated packages due to unpaid customs, failure to provide necessary documents or any violation of import restrictions or guidelines that may be applicable to your wholesale order.

DELIVERY

11.1 We aim to have in-stock items shipped within 1-2 business days following payment unless otherwise requested. Weekends and holidays are not considered as working days and may take longer to process your order.

11.2 We may need more time to process larger orders, orders placed during the holiday season or promotional time periods.

11.3 If you place an order and your shipping address is not verified, your order may be on hold until our customer service team reaches out to verify the address. All addresses must be verified at the time an order is placed to avoid delays and missed deliveries.

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11.4 If you are not available when delivery is attempted and all such delivery attempts are failed, you will be liable to pay a restocking fee as set forth in the Returns and Refunds section.

RETURNS AND REFUNDS

12.1 All wholesale orders are final. We thoroughly inspect every item of your order before shipping it, but if you find that a wrong, faulty, defective, damaged or inconsistent product has been delivered, you can contact our customer service team at (info@featherweightshop.com) to get your issue resolved.

12.2 However, you must request a return authorization within thirty (30) days of receiving your order. Please inspect all shipments immediately upon arrival and contact The Featherweight Shop at info@featherweightshop.com within thirty days (30) of damaged or defective items.

12.3 Returned merchandise will not be accepted if it is held for more than 30 days after receipt.

12.4 Once we receive your return, the items will be inspected for damage, defects, or inconsistencies mentioned in your return authorization request. It shall be your responsibility to provide conclusive proof that you received a wrong, faulty, defective, damaged, or inconsistent product. In the event your claim is approved, a replacement will be shipped without charging any additional expense.

12.5 For international orders, you will receive a credit in the amount of the product, **or** a replacement will be shipped with your next wholesale order.

12.6 If an order is returned without any merits, you will be liable to pay a fifteen (15%) restocking fee on returned merchandise. You will also bear the shipping charges, which shall be non-refundable. Please email info@featherweightshop.com prior to returning any products.

12.7 If any returned merchandise is approved, but a replacement is not available, the amount will be credited to your wholesale account after deducting the shipping charges, which is also non-refundable. If you return an order without return authorization for a replacement or refund, any remaining amount will be credited to your wholesale account after a twenty-five (25%) percent restocking fee on a forced returned merchandise.

WARRANTY

13.1 By placing an order, you agree that The Featherweight Shop makes no warranty, express or implied, regarding the merchantability of any product made available on the website. You also agree that The Featherweight Shop shall not be liable for any misrepresentation or misuse of its products by you, your resellers, customers or the end users, and indemnify The Featherweight Shop from actions and proceedings that may emanate from such misrepresentation or misuse.

COPYRIGHTS AND BRAND ASSETS

14.1 The Featherweight Shop may provide product images and other brand assets that you request for your business promotion. Please acknowledge that all promotional and marketing materials, including but not limited to blog articles, images, illustrations, and audio-visual media are fully protected by copyrights, owned and controlled by The Featherweight Shop.

14.2 No material from this website or any website owned, operated, licensed, or controlled by The Featherweight Shop may be copied, posted, published, reproduced, republished, transmitted, or distributed

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without prior written consent from The Featherweight Shop. Using any of our copyrighted material or brand assets by retailers, resellers, or consumers without giving proper credit to The Featherweight Shop is strictly prohibited.

CONFIDENTIAL INFORMATION

15.1 Both The Featherweight Shop and the retailer acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between both parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any party shall be deemed disclosure of such confidential information by such party, which party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

LIMITATION OF LIABILITY

16.1 The Featherweight Shop shall not be liable to the retailer for any incidental, indirect, consequential or special damages in connection with any matters relating directly or indirectly to retailer's purchase from The Featherweight Shop, or otherwise pertaining to the business relationship between The Featherweight Shop and retailer, even if the retailer has advised The Featherweight Shop of the possibility of such damages.

CHANGES AND UPDATES

17.1 The Featherweight Shop reserves the right to modify or replace these Terms and Conditions to accommodate any changes in its business or as required by law. However, if these Terms and Conditions are substantially modified, we will publish an update on this page or send an email notification to your registered email address.

17.2 Please regularly visit this page to stay updated or before placing another order. Once published and notified, the modified Wholesale Terms & Conditions shall replace and supersede all previous versions of these Terms and Conditions unless any provision is retained in the modified Terms and Conditions. Submitting an order or otherwise using your wholesale account after any such modification shall be construed as your explicit consent to accept the modified Wholesale Terms and Conditions. If you do not agree with any such modification, you can discontinue the services.

NON-WAIVER AND SEVERABILITY

18.1 The Featherweight Shop's failure in any one or more instances to insist on the performance of any Terms and Conditions, or to exercise any right or privilege, shall not be constructed as a waiver of any of The Featherweight Shop's rights or privileges

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18.2 Each of the Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the State of Idaho.

ATTORNEY'S FEES AND COLLECTION COSTS

The Featherweight Shop shall be entitled to recover its reasonable attorneys' fees and all costs of collection in connection with enforcing its rights under these Terms and Conditions of Sale, including the collection of any amounts due and payable by retailer customer to The Featherweight Shop. In the event of default, and if this account is turned over to an agency and/or an attorney for collection, the undersigned agrees to pay all reasonable attorney fees, and/or costs of collection whether or not suit is filed.

CONTACT US

If you have any queries or concerns regarding our wholesale Terms and Conditions hereof, please contact our support team at info@featherweightshop.com. We will respond as soon as possible.

By signing below, you agree that all your purchases from The Featherweight Shop will be governed by the TERMS AND CONDITIONS OF SALE in effect at the time of your order. The current TERMS AND CONDITIONS OF SALE are set forth in this agreement and application.

This application must be personally signed by the owner or officer of the business.

Signature: _____

Title: _____

Print Name: _____

Date: _____

Company Information

Company Name: _____

Store Name _____ Website Address: _____

Phone Number: _____ Email Address: _____