

MEEPER Technology, LLC 141B W. Whitewater Street Whitewater, WI 53190 262-458-2750

Reseller Agreement

THIS RESELLER AGREEMENT (the "Agreement") is entered into, on the date	("Effective Date") by
and between MEEPER Technology, LLC ("MEEPER") and("I	Reseller").
WHEREAS, this Agreement specifies policies, terms and conditions under which MEEP	FR will sell to Reseller and
Pocallar will nurchase from MEEDED cortain products for Pocallar's resale to and users	

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MEEPER and Reseller agree as follows:

Wholesale Policy/ Reseller Agreement

To ensure that our brand and our collective customers' experience, is not compromised, and to maintain our ability to fairly and effectively serve all our resellers, we maintain the policies as outlined in this Agreement.

List Price

All resellers must sell Meeper products at or above the listed retail price and no less than the Minimum Advertised Price (MAP) as represented on the MEEPER online web store: https://meeperbot.com, which is our listed web retail pricing. You are welcome to offer storewide sales, or incentives e.g. package deals or free shipping, and reward your loyal customers with storewide discount codes etc. for limited time periods. However the listed retail price should not undercut those of other MEEPER products and other resellers.

Product Descriptions

Product descriptions must be accurate and may not misrepresent the product or make false claims. You are welcome to use our media and descriptions for your product pages, but please do NOT simply cut and paste information from our site, especially where pronouns are concerned. We will not allow product listings or descriptions that imply or state that the reseller created/produced a MEEPER product.

Unauthorized Products and Counterfeits

We may refuse to shops carrying unauthorized compatible products and counterfeits, as they might compromise the warranty, user experience and our product pricing.

Unauthorized Modifications

We do not permit unauthorized modifications or additions to our products. If you are considering offering MEEPER products with your own product additions, please contact us and we will consider it. This includes product options, combinations and items recommended in video, audio or text. You may sell unauthorized items separately, but it should be obvious to your customers that the parts are not made/offered by MEEPER.

Honest Offerings

You may not claim to offer, or allow pre-sale purchasing of products that are not yet available for wholesale, or list products that have been discontinued and you no longer have in stock. (Typically done to boost search results.) You may, however, create a static page promoting a MEEPER product you intend to carry, as long as it does not confuse a customer into thinking they can buy it at that time.

Third Party Sites

You may not sell MEEPER products on third party sites such as Amazon, eBay, Etsy, etc.

Online Sites

You may sell MEEPER products in your ecommerce web store if the ecommerce web store has the same domain name as your brick and mortar store. You must submit a list of any online store names and domain names where MEEPER products will be sold. MEEPER will review and approve the resale of products for these domains.

30-day Payment Terms

Orders must be paid for in full before shipment. If a reseller is in good standing after 5 orders and upon credit approval, he/she may request terms (30 days from ship date to complete payment). If a reseller has a single late payment, payment terms will end until timely payments resume.

Warranty and Returns

At Meeper Technology, LLC, we offer a 100% guarantee on all MEEPER products or your money back. See our <u>Warranty & Returns Policy</u>. Resellers are requested to ask customers to contact MEEPER directly concerning any product questions, problems or warranty issues. You may direct customers to the <u>Meeper Garage</u>. We are constantly making improvements and updates to our products. This is the only way we can effectively ensure accurate information, customer satisfaction and provide our warranty. Direct feedback from customers also helps us maintain the high quality of our products and ensure future versions account for as many customers' needs as possible.

You may take Returns from your customers (following our Returns policy) and contact MEEPER for an Exchange or Credit of the product. We may ask you to return the product to us or send photos of the defective pieces so we can review the item defect.

Wholesale Returns

We want you to feel comfortable stocking up for special events or as needed to fully serve your customers without getting stuck with unsold inventory. Resellers may return new resellable product for a refund given the following:

- Reseller is responsible for all shipping costs.
- Reseller is responsible for a 10% restocking fee.
- Products must be shipped back within 4 months of invoice date.
- Product must be in new, resellable condition, including any packaging or info materials.
- Product must be part of MEEPER current offerings. Discontinued or older-version products or colors will NOT be accepted for refund. We will give all our resellers notice before we discontinue any items and encourage returns of items that will be unsold before they are out of date.
- Damaged, dirty, scratched, stained or otherwise not new/resellable product will not be accepted. (Don't sweat it, we're reasonable, but we must be able to sell it as new to our customers.)

Product Safety

MEEPER products meet or exceed all CPSC toy safety standards, and certificates of third party testing are available. MEEPER products are intended for movement play. By purchasing MEEPER products, customers must be made aware of necessary precautions recommended for safe operation of their toys. Resellers agree to include materials and operating instructions with all applicable products sold.

Order Process

Once you agree to the Reseller Agreement, you will have access to the wholesale catalog in your Meeper account. Please refer to it for the most recent pricelist and ordering information.

- If you cannot place your order in your online account for some reason, please contact us at info@meepertek.com for assistance.
- Once we receive your order, we will contact you within 3 business days to confirm receipt of your order (usually within 1 day).
- We will put your order together and send you an invoice with payment instructions.
- Once payment is made, we will ship and send you tracking information.
- To protect our resellers, we cannot offer wholesale pricing to individuals who are looking for bulk discounts, or wholesale at below Multiple Order Quantity (MOQ). MOQ's are specified in the online catalog.

Lead-time

Please expect at least a 2-week lead-time to fill most wholesale orders. Depending on inventory and quantities ordered, there might be a longer lead-time. We will inform you if any item is out of stock, or if there are any expected delays. Please plan ahead to account for the lead-time AND shipping time when you have an upcoming event or before the holiday season. If you have an event that requires a rush please let us know and we'll see what we can do.

Advance orders must be cancelled 15 days before ship date.

Customs Duties:

If you are receiving your package in a country outside the USA, you may have to pay customs fees, import duties and/or taxes, which are levied once the package reaches your country. Additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country; you should contact your local customs office for details.

If you have any specific shipping or customs instructions, you must specify them with each order. Please do not assume that we will remember anything out of the ordinary. Please contact us if you are interested in distributing product outside of the United States.

Payment methods

We accept PayPal, Visa, Mastercard, American Express and Discover card. Resellers may also pay via bank transfer, or a US check or money order made out to "MEEPER". All bank transfer fees must be paid and the total invoiced should be what is deposited. When you place an order, we assume that you are up-to-date on our reseller terms and policies.

Reseller Company Name:	DBA:	
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Signature:	Date:	
Print Name, Title:		
Address		
E-Mail:	Phone:	

Meeper reserves the right to terminate Reseller's resale authorization if there is a violation of any of the policies

outlined herein.