



VLBBQ Wholesale Agreement

This Wholesale Agreement (hereinafter, the "Agreement"), is made and entered into by and between **Victory Lane BBQ, LLC** (hereinafter "Wholesaler"), and _____ (hereinafter, "Retailer").

Retailer wishes to sell and promote the products offered by the Wholesaler in their store.

Wholesaler and Retailer Responsibilities: Retailer must maintain a current business license certificate (or state equivalent) on file and provide a copy, with Tax ID, to Wholesaler. Retailer must have a functioning URL that is owned by the entity applying for the wholesale account and/or a proof (e.g., a picture and physical address) of a brick and mortar store. Wholesaler will deliver inventory to the Retailer, as agreed. Wholesaler is not involved in the actual transaction between the Retailer and the Customer. Retailer will be responsible for providing exemplary customer service to all actual and potential customers, including taking reasonable measures to respond to all customer inquiries. Wholesaler is not the agent of either the Retailer or the Customer.

Representation of Product: Wholesaler retains all rights to all images of products provided and retains the right to prohibit the use of any and all images provided. Retailer may not use any of the images contained within the provided photos for any other purpose other than to gain sales. Retailer may not use any images provided in any other medium than in or on the specified website or store without prior written consent of Wholesaler. Retailer may not alter (e.g., crop, change background colors, add text) provided photos other than to size appropriately for website and marketing materials. Retailer must describe the product in the appropriate category and may not represent the product in other categories or for other uses, without prior authorization from Wholesaler.

Storage of Product: Retailer agrees to store products inside a clean, dry, smoke-free location.

Minimum Order Requirements: Wholesaler requires a minimum initial order of *\$250, with minimum quantity units of a case.

*Standard wholesale pricing applies. Retailer responsible for shipping fees.

Web Commerce: No products or goods purchased from or produced by Wholesaler shall be resold by Retailer through any location other than Retailers URL or brick and mortar

store, including an online auction (e.g., Ebay) or online store (e.g., Amazon) without the express, written authority of the Wholesaler. If retailer resells via 3rd party, wholesaler and retailer relationship will be terminated.

Billing: The Wholesaler will extend credit terms, up to 15 days with an approved Credit Application. All other orders must be accompanied by credit card payment in full. Prepaid orders to be paid to Wholesaler by credit card or PayPal payment.

Sales and Tax: Retailer agrees that it is the sole responsibility of Retailer to collect, report, and remit all taxes to the correct tax authority for all business transactions, sales or revenue stemming from the sales of the Wholesaler's products. Retailer further agrees that Wholesaler is not obligated to determine whether a sales tax applies and is not responsible to collect, report or remit any tax information arising from any transaction involving the images or photos provided.

Shipping: Orders will ship once payment is received for all non-credit accounts. Credit Termed Orders will ship out within 1-3 business days, unless otherwise noted by the Wholesaler.

Errors, Returns, and Warranty: Order errors and/or defects must be brought to Wholesaler's attention within five (5) business days of receipt of shipment by Retailer. Retailer will not send a knowingly defective product to a customer. Wholesale sales are considered final with no returns. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to manufacturing defects during the first 30 days after sale, we will work with you to find a resolution.

Responsibility: Wholesaler is in no way responsible or liable for the success of the Retailer's website or store, the accuracy, or legality of its content and operation. Further, the Retailer has independently evaluated the desirability of participating in the Wholesaler's Wholesale Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.

Right to Modify: Wholesaler retains the right to modify this agreement at any time. Changes will not be retroactive.

Severability: If any provisions or sections of this agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Retailer Signature

Retailer Name (Printed)

Date