

# WHOLESALE TERMS AND AGREEMENT

Please review and complete our wholesale terms and complete the form below\*

#### 1. General

Our wholesale Agreement allows for retailers to purchase our products at wholesale cost and to re-sell them on an "at will" basis via their retail and online stores.

- a. Applicants are not considered employee's of Defineme Fragrance, Inc. ("DMF") or Jennifer McKay Design, Inc. ("JMD") or any of its affiliates and/or subsidiaries, and shall not represent themselves as such.
- b. Applicants are responsible for collecting sales tax on items they re-sell based on all applicable state and local tax laws in their respective states.
- c. Applicants are responsible for all unsold stock at such time as either of the parties decides to terminate this agreement.

### 2. Alterations & Rebranding

Wholesalers of our products are forbidden from altering, changing, adjusting, rebranding or otherwise changing in any way our products without expressed written consent from DMF. Additionally, we ask that you accurately and honestly represent our products at all times.

#### 3. Resale & Pricing

- a. You agree to **only** re-sell our products (i) in or through your brick and mortar location(s), (ii) the branded web-based store under which you are applying for this application.
  - i. You further agree that you will not resell or drop ship our products through any other online retail portals including but not limited to Amazon, Wal-Mart, Ebay, etc.
- b. Wholesale applicants are to re-sell our products at our manufacturer's suggested retail price (MSRP) which can be found on our product pricing sheet.

- c. You agree that you will not sell any of our products at a discounted rate unless approved by DefineMe in writing prior to the event.
  - i. You may include our products in a 'store-wide' sale or a 'website-wide' sale (ie. "all beauty products are 20% off" or "entire site is 15% off", etc.). If it comes to our attention that your retail location or online store has individually discounted our products at a reduced MSRP without written consent from DefineMe, you will take discontinue sale immediately. Under such conditions we have the right to refuse selling to you in the future.

#### 2. Orders

Wholesale initial minimum order is \$300.00 USD. Re-orders require a \$200.00 USD minimum order.

- a. All orders are to be Paid In Full, including shipping, **prior** to the order being processed.
- b. We accept Visa, Master Card, American Express and PayPal. All alternative payments including business checks or wire transfers, are accepted however orders will not ship until all payments have cleared through our bank. If you would like credit terms, please email us to inquire.
  - Any updates or changes to billing practices will be sent to you based on information given in this Wholesale Agreement.
- c. Please be aware that the application process may cause some delays in shipping your order.
- d. If approved for terms please send payments to:

DefineMe Fragrance

Attention: Accounts Receivable

2703 Pico Blvd.,

Santa Monica CA 90405

#### 3. Shipping

Shipping costs will be added to your order. We use UPS ground unless purchaser requests faster shipping which will also be charged to their account.

- a. Once you have placed your order, we will add the shipping total to your invoice. We extend our UPS discounted rates to our customers. We do our best to offer reasonable and competitive shipping pricing.
- b. Orders generally ship within 2-4 weeks, however, exceptions may be considered. During peak seasons there may be delays in shipping so please plan and order accordingly. If a

- product is on back order you will be notified and given the option to have the item remain on back order, or remove the item from your order.
- c. Once shipped, the shipping time is out of our hands. We have no control over the carriers or any variations between their suggested and actual arrival times.
- d. We will do our best to update you via email with tracking information so that you may track your order.

Additionally Purchaser may use their own shipping. Please email or call to make arrangements.

#### 4. Prices

Prices are based on supply pricing and are subject to change. All changes to price will be reflected in an updated Pricing Sheet, which will be emailed to all Wholesalers at such time as prices change or upon request.

## 5. Liability

Under no circumstances will either party be liable to the other party for indirect, incidental, consequential, special or exemplary damages (even if the party has been advised of the possibility of such damages) arising in connection of this Agreement. Provided that you shall remain liable to DMF and its affiliates to the extent any disclaimed damages are claimed by a third party and are subject to indemnification pursuant to section 6. In no event shall the liability of DMF and its affiliates and/or subsidiaries in connection with this Agreement for damages not excluded in the immediately preceding sentence exceed the amount paid or payable by DMF and its affiliates and/or subsidiaries to you under this Agreement.

#### 6. Indemnification

You agree to defend, indemnify and hold harmless DMF and its affiliates and/or subsidiaries, wholesales and their respective officers, directors, agents, distributors, franchises and employees against any loss, damage, expense, or cost, including reasonable attorneys fees (including allocated costs for in-house legal services) arising out of any claim, demand, action, suit, investigation, arbitration, or other proceeding by a third party ("Liabilities") based on (i) your material breach of any covenant, duty, representation, or warranty of this Agreement, (ii) materials contained on your Business or Website (including any allegation that such that such materials infringe a third party's propriety rights), (iii) or otherwise related to the Data and (iv) or otherwise related to your Business or Website and the content thereon.

# 7. Contact

DefineMe is located in Pacific Palisades, CA.

|  | Our mailing address is:  |  |
|--|--|--|
|  | 2703 Pico Blvd.,   |  |
|  | Santa Monica, CA 90405.  |  |
|  | Our phone is:  |  |
|  | Office: 310.459.5989   |  |
|  | Fax: 310.459.5980  |  |
|  | wholesale@definemefragrance.com  |  |
|  | definemefragrance.com  |  |
| If you are i   | nterested in moving forward, complete the wholesale application below. Please know |  |
| that by submitting the form, you agree to the terms of this Agreement. |  |  |
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|  |  |  |
|  |  |  |
| Signature  |  |  |
| Name:  |  |  |
| Title:   |  |  |
| Many than  | ks and we look forward to working with you and to providing you with wonderful     |  |
| products a   | nd services.   |  |
|  | - The DefineMe Team  |  |
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# **DefineMe Wholesale Application**

| First Name:                          |  |
|--------------------------------------|--|
| Last Name:                           |  |
| Title:                               |  |
| Telephone:                           |  |
| Email:                               |  |
|                                      |  |
| Company Name:                        |  |
| Company Address:                     |  |
| Phone:                               |  |
| Fax:                                 |  |
| email:                               |  |
| Website:                             |  |
| Instagram or Social Media<br>Handles |  |
| Federal Tax ID:                      |  |
| Email:                               |  |
| Reason for Purchasing?               |  |
| How did you hear about us?           |  |
|                                      |  |

<sup>\*</sup>Completing this form does not in any way bind you to purchase any product or do business with our company.