



## Solidea U.S. Wholesale Agreement

This Wholesale Agreement (the "Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is between Imagine That, Inc. dba Solidea U.S. herein referred to as "Solidea U.S." or "Distributor" and \_\_\_\_\_, herein referred to as "Wholesaler".

Distributor has agreed to provide products to Wholesaler on the terms and conditions set out in this Agreement. The Distributor and the Wholesaler agree as follows:

### Terms and Conditions for Wholesale Program:

- A resale certificate (submitted annually) is required to open a wholesale account with Solidea U.S.
- All orders are required to be placed through wholesaler's online account via Solidea U.S.'s website <http://solideaus.com>. No fax, phone or email orders will be accepted. For assistance, please contact Customer Care at [orders@solideaus.com](mailto:orders@solideaus.com) or 888-841-8834.
- All orders must be paid for at the time they are placed using a credit card or PayPal account. Solidea U.S. reserves the right to withhold shipping for any unpaid orders.
- Wholesaler will be provided with a Price Sheet separate from this Agreement. Prices are subject to change with 30 day written notice.

### Shipping

- Distributor offers USPS or UPS Next Day, 2-Day and 3-Day shipping. Rates are displayed in the cart and/or during checkout. Rates are based on the selected service, order weight and destination zip code.
- All in-stock orders will ship within 24 hours of receipt, excluding weekends, holidays and force majeure occurrences. All UPS orders submitted after 12:00 pm Central Standard Time will be process the next business day.
- An email confirmation with tracking will be sent once an order has shipped. Visit the [My Account](#) page for the most up-to-date status on orders.
- Cancellation and order change requests are subject to an order's shipping status. If the order has not shipped, Customer Care will make every effort to process the request. If the order has shipped, Customer Care can no longer cancel or change the order and the Wholesaler will be required to follow the return process.



- In the event a package is returned to Solidea U.S. due to incorrect shipping information or inability for mail service to deliver, Customer Care will cancel and refund the order (minus shipping), and make every effort to notify the Wholesaler.
- Solidea U.S. shall not be liable for any delay in transit. Delivery dates are best estimates only. Solidea U.S. is not responsible for negligent acts by delivery service, including lost, stolen or damaged parcels.

## Returns

- All returns require an **RMA** (Return Merchandise Authorization). To request authorization, please send an email to [orders@SolideaUS.com](mailto:orders@SolideaUS.com) or call Customer Care 888-841-8834.

### Unopened Garments

Garments that are still in their original, unopened packaging can be returned within 30 days of purchase. For all accepted returns, Customer Care will issue a refund for the full purchase price, minus shipping, back to the original form of payment. Solidea U.S. is not responsible for any shipping costs.

### Opened Garments

Garments that have been opened and/or worn can be returned within 30 days of purchase. Returns will not be accepted if the garment has been altered or damaged. This includes runs, tears, holes and/or rips. For all accepted returns, Customer Care will issue store credit via an eGift Card for the full purchase price, minus the shipping fees. Solidea U.S. is not responsible for shipping costs.

Please allow 7 to 10 business days for processing. An email confirmation will be sent upon completion of the return process.

\* We suggest advising your customers to wear rubber gloves when putting on the garments. This will help avoid accidental tears, snags, runs or holes. Human error is not considered a manufacturer's defect and will not qualify for a refund or store credit.

### How To Return Your Garment

- To be accepted by the Solidea U.S. warehouse, all returns must have the **RMA** (Return Merchandise Authorization) number clearly visible on the outside of the package.



- Packages without an **RMA** number will be refused and returned to sender.
- Send returns to: Solidea U.S. 1590 E Lincoln Hwy. Suite A, DeKalb, IL 60115.
- All returns must be received by the Solidea U.S. warehouse within 15 days of the issue date of the **RMA**.

## Wholesale Toolkit

Solidea U.S. product images, color swatches, size charts, logos, product feed and price list are available upon request. To submit your request, please contact Customer Care [orders@SolideaUS.com](mailto:orders@SolideaUS.com) or 888-841-8834.

## General

- **Default.** If Wholesaler's account is in default and Solidea U.S. requires an attorney to collect on the account, Solidea U.S. may charge legal fees as permitted by law. These include reasonable attorney's fees, court and other collection costs, as well as fees and costs of any appeal.
- **Security Interest.** Solidea U.S. will have a security interest on all of the products sold to Wholesaler until Wholesaler has paid for all such products in full. Solidea U.S. shall have all rights available to them under the Uniform Commercial Code in effect at that time.
- **Liability.** The liability of Solidea U.S. shall be limited to replacement of the garment or refund of the purchase price, all at the discretion of Solidea U.S. and in no case shall Solidea U.S. be liable for incidental or consequential damages of any kind for any reason.
- **Non-Compete/Non-Solicitation.** During the term of this Agreement and for a period of five years after termination of this Agreement, Wholesaler and all associated businesses, their affiliates, employees, vendors and associates (business & personal) shall not contact or solicit any of the customers, wholesale accounts or suppliers (including but not limited to Calzificio Pinelli dba Solidea) of Solidea U.S.

Wholesaler hereby agrees that they will not, during the restricted period of five years, engage or participate in any manner, whether directly or indirectly, as an employee, employer, consultant, agent principal, partner, more than 1% shareholder, officer, director, licensor, lender, lessor, or in any other individual or representative capacity, in



any business or activity which is in direct competition with Calzificio Pinelli S.R.L dba Solidea or Imagine That, Inc.

Solidea U.S. shall have the right to bring an injunction against Wholesaler to stop said Wholesaler and its affiliates, employees, venders and associates (business & personal) from violating the provisions of this Agreement, in addition to all other remedies available at law and in equity.

- **Non-Disclosure Agreement.** Wholesaler acknowledges that the terms and conditions of this Agreement are confidential and Wholesaler will maintain the confidentiality of this Agreement during the entire term hereof and after the termination of this Agreement.
- **Modification of Agreement.** Any modifications to this Agreement will be binding in evidenced in writing signed by each Party.
- **Notice.** All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties.
- **Integration.** This Agreement contains the entire Agreement and understanding by and between Imagine That, Inc. dba Solidea U.S. and Wholesaler and no presentations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.
- **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability any one or more of the provisions hereof shall not affect the validity and enforceability of the provisions hereof.
- **Choice of Law.** These Terms and Conditions shall be governed by the Laws of the State of Connecticut. Any disputes regarding these Terms and Conditions and/or the relationship between Solidea U.S. and Wholesaler will be heard in the appropriate courts located in the State of Connecticut.

These Terms and Conditions shall be binding upon the Parties and their respective heirs, executors, administrators, successors, permitted assigns and personal representatives.

Solidea U.S. Terms and Conditions is subject to change without notice.

Signature \_\_\_\_\_ Date \_\_\_\_\_



Print Name \_\_\_\_\_ Title \_\_\_\_\_

Company Name \_\_\_\_\_ EIN Number \_\_\_\_\_

Company Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Please sign and return, along with resale certificate, to: [orders@SolideaUS.com](mailto:orders@SolideaUS.com)