



Boingy LLC Wholesale Agreement

This Wholesale Agreement (hereinafter, the "Agreement") is made and entered into by and between Boingy LLC (hereinafter "Boingy") and Retailer (hereinafter, "Retailer").

GENERAL ORDERING INFORMATION: To qualify for wholesale purchases, Retailer must be a valid retail business with a current business license certificate (or state equivalent). Retailer must provide a copy of their business license certificate along with their Tax ID to Boingy.

RETAIL SALES: No products purchased from or produced by Boingy shall be resold by Retailer through any location other than the Retailer's website or brick and mortar store. Retailer may not sell the products on third party websites such as Amazon.com or eBay.com. All products must be sold in the original packaging.

PAYMENTS: At this time, Boingy is not extending credit terms. All orders must be accompanied by credit card payment in full.

SHIPPING: Orders will ship once payment is received.

RETURNS & WARRANTIES: Any claim for defective merchandise must be reported to Boingy within five (5) 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 as well as ours; if you or a customer finds an issue related to manufacturing defects during the first 30 days after sale, we will work with you to find a resolution.

INTELLECTUAL PROPERTY: Any and all intellectual property rights associated with Boingy's designs, products, images, including any inventive concepts, know-how, publicity rights, trademarks, trade-dress, trade secrets, copyrights and patents (including any patent-pending items) (collectively "Intellectual Property") are the sole property of Boingy or third parties. Except as otherwise expressly authorized by Boingy, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property in any way without the express written consent of Boingy or the appropriate third party.

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

RIGHT TO MODIFY: Boingy 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.

JURISDICTION: This Agreement has been entered into and shall be governed by the laws of the State of Oregon, USA (without giving effect to its conflict of law provisions). All parties agree to the exclusive jurisdiction of State or Federal Courts located in Multnomah County, Oregon.