



## **Wholesale Agreement and Terms of Sale**

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement.

### **MINIMUM ORDER REQUIREMENTS**

SwedeThings offers a Wholesale Account with minimum order parameters. There is minimum quantity of 100 pieces in increments of 5 per pattern or 10 per solid colour.

Products or goods purchased from SwedeThings shall only be sold at the manufacturer's suggested retail price (MSRP) of between \$6.50 and \$7.00. In the event that the Wholesale Account chooses to place the products for sale at a discount, the Wholesale Account shall not discount the products more than 15% below the MSRP. Permission for special sale events beyond the %15 discount by the Wholesale Account must be requested in writing to SwedeThings and will typically be granted on a semi-annual basis.

### **WEB COMMERCE**

No products or goods purchased from or produced by SwedeThings shall be resold by or through any on-line auction or online store (such as Ebay, Amazon or other similar sites) without the express, written authority of SwedeThings. If the Wholesale Account holder is planning to sell products produced by SwedeThings in an online marketplace/store, it must be owned by the entity applying for the Wholesale Account and listed on the Wholesale Application to be approved by SwedeThings.

### **PRODUCT IMAGES**

SwedeThings will make available image that you might require from your print and online presence. Should you require any additional images, please contact us. Any imagery you provide yourself must be approved before use (please allow adequate lead time for approval. Two weeks is recommended.

## **RESELLING WHOLESALE ACCOOUNTS**

Any Wholesale Account who distributes SwedeThings goods and products to any entity for resale must require their customer to strictly adhere to these same Wholesale Account guidelines as outlined in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with heir resale customers will be subject to termination of this agreement.

## **PAYMENT METHODS**

Payment for initial orders are due at time of ordering and all reorders are due for payment within 15 days of the invoice date. Overdue invoices are subject to a 2.5% late payment fee. We accept credit cards, Apple Pay, Google through our Shopify site. We will also accept payment over the phone (403-390-0760), eTransfers sent to [info@swedethings.ca](mailto:info@swedethings.ca) or a cheque mailed to 1767 Legacy Circle SE, Calgary, AB T2X 0W5.

## **SHIPPING/HANDLING**

Orders will be shipped within 3-5 business days of receiving your order. For large orders of more than 2000 items processing times may vary up to 14 business days. Items that are out of stock will need to be re-ordered on your next order, as we currently do not track back orders. We use Fedex or Canada Post Ground shipping based on affordability, unless you specify/request a quicker mode of shipping. On all orders we include the cost of packing materials and handling fees in your shipping total.

## **SHIPPING ERRORS, RETURNS AND WARRANTY**

Order errors must be brought to SwedeThings Customer Service attention within five business days of receipt of shipment. We endeavor to protect your reputation and ours; if you or your customer finds an issue related to printing or manufacturing defects during the first 45 days, we will work with you to find a resolution.

## **MERECHANABILITY AND MISREPRESENTATIONS**

The Wholesale Account Holder agrees that SwedeThings make no warranty, express or implied, as to the merchantability of SwedeThings products. The Wholesale Account Holder also agrees that SwedeThings is not liable for any misuse or misrepresentation of the goods by the Wholesale Account Holder or the final retail purchaser or consumer, and indemnifies SwedeThings for any legal actions that emanate from such actions. SwedeThings reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30 day written notice can terminate the wholesale relationship.

[www.swedethings.ca](http://www.swedethings.ca) 1767 Legacy Circle SE, Calgary , AB [info@swedethings.ca](mailto:info@swedethings.ca)  
T2X 0W5  
403-390-0760

## **ENTIRE AGREEMENT**

This agreement contains the entire understanding between the parties and supersedes any previous understandings or agreements, written or otherwise, concerning this matter. It may be modified only by the written agreement of both parties.

## **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, constructed and enforced as so limited.

## **WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## **APPLICABLE LAW**

The laws of the province of Alberta, SwedeThings province of registration, shall govern the Agreement.

**CONFIRMATION OF AGREEMENT TO POLICIES, TERMS AND CONDITIONS**

I agree that I will not file a chargeback with my issuing bank and understand in doing so I give SwedeThings the right to take legal action to enforce these conditions. In the event SwedeThings must seek legal action to enforce these conditions or collect a debt, the defendant shall bear legal fees.

I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself. I have reviewed and understood SwedeThings policies and procedures fro payment and shipping as well as the terms and conditions. I authorize SwedeThings to keep this Agreement on file and apply these policies to all future transactions made by SwedeThings and myself.

Please acknowledge your agreement to the above conditions for all purchases that your company may make by signing and entering today's date.

Print Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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