



11664 Coley River Circle, Fountain Valley, CA 92708
(949) 228-9715 FAX: (949) 333-0906
email: newaccounts@blackwidowexhaust.com

WHOLESALE AGREEMENT

“Reseller” refers to the individual or company acting as and requesting product from Black Widow product for resale. “Black Widow” refers to Black Widow Performance, Inc. and Black Widow Exhaust. In signing this document, you agree to the following terms:

- 1. Black Widow prohibits the sale of product on and through any 3rd party Marketplace store (i.e. Amazon, eBay, or other) not directly associated with their own website) and is strictly enforced. Failure to comply will result in termination of this contract.
2. Reseller must provide a signed agreement and Resale Permit number or a copy of a Seller’s Permit.
3. U.S. Resellers must pay 60% of order subtotal on all orders over \$500 prior to Black Widow shipping product. Resellers outside of the United States must pay 100% of invoice prior to Black Widow Shipping product.
4. Shipping, handling and customs fees are the responsibility of the Reseller.
5. Black Widow will dropship on a “per-order” basis. Each dropship order will be charged a 5% dropship fee (based on the subtotal of each invoice).
6. Freight shipments will be charged a 1% handling fee based on the subtotal of each invoice.
7. Upon acceptance of this agreement, Reseller will be provided a Wholesale Discount based on quantities ordered (See Part/Price Sheet for discount breakdown). Reseller will have 30 days to pay the remainder of their invoice after it is billed. Payments not received after 90 days of invoice date will be submitted to Collections.
8. Black Widow will accept the following forms of payment: Check, Money Order, Visa, Mastercard, American Express and PayPal. Upon request, Black Widow will keep the Reseller’s credit card information on file to charge when required.
9. Product pricing is subject to change with a 30-day written notice (email or hard copy).
10. Products are guaranteed to be free from defects. Damaged products due to manufacturing will be accepted for return and/or refund (See Limited Lifetime Warranty).
11. Returned products, not subject to warranty replacement, will be charged a 10% inspection, re-package and re-stock fee.
12. If a product is defective, Black Widow requires a photo or video of the issue for review sent to warranty@blackwidowexhaust.com. After review and approval, reseller should send an RMA (Return Merchandise Authorization form) to warranty@blackwidowexhaust.com. A credit will then be issued and replacement sent to Reseller or directly to the customer. Return of faulty product is not required by Black Widow Exhaust - unless requested.
13. Wholesale pricing does not apply to Black Widow’s promotional items (clothing, stickers, hats, banners, etc...).
14. MAP (Minimum Advertised Price) - Reseller is required to advertise Black Widow products at FULL RETAIL as to not compete with Black Widow’s online sales and other Reseller sales. Reseller can, at any time, advertise promotional discounts with Black Widow products on their own website with Black Widow’s permission. A promotional discount is described as a temporary percentage or amount subtracted from the full retail price (no more than 20%) and should be advertised as such - along with an end date or time period lasting no longer than 30 days. Any Reseller that does not display promotional discounts as described above or, if Black Widow determines that the Reseller is competing in a manner that creates a conflict for any reason, Black Widow can terminate this Wholesale Agreement immediately.
Black Widow maintains a strict MAP pricing policy. Any reseller selling through a storefront for less than MAP pricing will be notified to correct their pricing. If pricing does not meet MAP after notification, the reseller will be restricted from purchasing Black Widow product via a distributor or direct through Black Widow.
15. Reseller will not alter or manipulate the Black Widow logo, product images or descriptive content in any way that misrepresents Black Widow’s name, products and trademarks and copyrights. Doing so will terminate this Wholesale Agreement.
16. Either party can terminate this agreement with a 30-day written notice (email or hard copy) to accounting@blackwidowexhaust.com.

This Agreement is enforceable by the state of California and shall be governed by, and construed in accordance with, the laws of the state of California. Each party consents to the jurisdiction and venue of the Superior Court for the County of Orange, State of California, or the appropriate United States District Court in Orange County, California for any action arising from or in connection with the interpretation or enforcement of this Wholesale Agreement.

Signature _____ Date _____
Print Name _____ Business Name _____

Please sign and fill out page 1 and 2 of this form.



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WHOLESALE AGREEMENT (CONTINUED)

The information below will be used for billing.

Accounts Payable Contact Name: _____

Accounts Payable Phone Number: _____

Accounts Payable Email Address: _____

Invoices will be sent to the Accounts Payable email address above shortly after each order. Please check your junk mail periodically to ensure emails from "accounting@blackwidowexhaust.com" have been received and to avoid issues with your account.

The information below will be used for your account and for your listing on our website.

Company Name: _____

Company Address: _____

Company Phone Number: _____

Email Address: _____

Business website (if available):

Please sign and fill out both pages and fax, mail or email back to the information at the top of the page.