

# BUBS FIRST WHOLESALE AGREEMENT

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## General Wholesale Agreement

This Wholesale Agreement (hereinafter, the "Agreement"), is made and entered into by and between the Wholesaler Bubs First Pty Ltd ACN 613793436 ("Bubs First"), and "Retailer" (hereinafter, "Retailer"). Retailer wishes to sell and promote the products offered by Bubs First in their store. All wholesale pricing and information is strictly confidential.

## Bubs First and Retailer Responsibilities:

1. Retailer must maintain a current business license certificate (or equivalent) on file.
2. Retailer must have a functioning URL that is owned by the entity applying for the wholesale account and/or a proof (physical address) of a brick and mortar store.
3. Bubs First will deliver inventory to the Retailer, as agreed.
4. Bubs First is not involved in the actual transaction between the Retailer and the Customer.
5. Retailer will be responsible for providing exemplary customer service to all actual and potential customers, including taking reasonable measures to respond to all customer inquiries
6. Bubs First is not the agent of either the Retailer or the Customer.
7. Bubs First is in no way responsible or liable for the success of the Retailer's website or store, the accuracy, or legality of its content and operation. Further, the Retailer has independently evaluated the desirability of participating in Bubs First's Wholesale Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.

## Ordering Process

1. Upon receipt and approval of your completed Wholesale Agreement, you will be notified that you are an approved Retailer.
2. Orders may be placed by completing a wholesale order form which will provided at the execution and approval of this Wholesale Agreement. All orders are to be emailed to [bubsfirst1@gmail.com](mailto:bubsfirst1@gmail.com).
3. Your order is binding on you once it is placed with us. Once a proforma invoice has been issued to the Retailer, the Retailer has three business days to make payment. During this time Bubs First will hold the stock to complete the proforma order. If, after three working days, the Retailer has not made payment then this stock will be available to other retailers.
4. Bubs First will not process orders or hold stock for any existing Retailer who has an outstanding account.

## Minimum Order Requirements

The minimum opening quantity to establish an account with Bubs First is 50 items. There is no minimum re-order after your initial order.

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## **Minimum Advertised Price Policy (MAP) and Brand Equity Preservation**

Products must be advertised at or above the Bubs First suggested retail price (MSRP). Please refer to the Bubs First website for current MSRP. Bubs First minimum advertised price policy is to provide our retail partners and consumers with a unified advertised pricing structure, maintain the reputation for high-quality products and provide comprehensive warranty and support services. The MAP policy applies to all forms of advertising including internet, catalogs, ads, emails, etc. By signing this agreement, retailers are committing to not re-sell our products for less than the MSRP unless written permission from Bubs First is given for a special promotion. While retailers are free to conduct business as they choose, the Bubs First reserves the right to terminate any account we feel does not honour the Bubs First Minimum Advertised Price Policy and require that terminated retailer to return all unsold product immediately.

## **Payment**

1. All orders must be accompanied by credit card payment or bank transfer in full.
2. Visa, MasterCard and Direct Bank Deposit are all acceptable forms of payment.
3. Payments must clear prior to shipment.
4. Orders will be charged actual shipping costs.
5. Bubs First does not offer terms at this time. All wholesale sales orders are final. Back charges are not acceptable.

## **Delivery And Retention Of Title**

1. Unless Bubs First agrees otherwise in relation to a particular order, Bubs First will arrange for delivery of orders to the customer's premises.
2. Risk passes at the time of delivery.

## **Delays In Delivery**

1. Bubs First shall not be liable for any loss or damage the Retailer may suffer as a result of any non-delivery or late delivery of any order for any reason whatsoever, including negligence on the part of Bubs First, its agents or contractors.
2. If an order is delivered with less than the ordered number of items or with items not included in the order, Bubs First may either supply the missing items, replace the incorrect items or give a refund for them provided that, in the case of incorrect items, the Retailer makes them available for collection by Bubs First.

## **Representation of Product:**

1. Bubs First retains all rights to all images of products provided and retains the right to prohibit the use of any and all images provided.
2. Retailer may not use any of the images contained within the provided photos for any other purpose other than to gain sales.
3. Retailer may not use any images provided in any other medium than in or on the specified website or store without prior written consent of Bubs First.

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4. Retailer may not alter (e.g., crop, change background colours, add text) provided photos other than to size appropriately for website and marketing materials.
5. Retailer must describe the product in the appropriate category and may not represent the product in other categories or for other uses, without prior authorization from Bubs First.

## **Web Commerce**

No products or goods purchased from or produced by Bubs First shall be resold by Retailer through any location other than Retailers URL and/or brick and mortar store, including an online auction (e.g., ebay) or online store (e.g., Amazon) without the express, written authority of Bubs First. If Retailer resells via 3rd party, Bubs First and retailer relationship may be terminated.

## **Errors, Returns and Warranty**

1. Order errors and/or defects must be brought to Bubs First's attention within five (5) business days of receipt of shipment by Retailer.
2. Retailer will not sell a knowingly defective product to a customer.
3. We endeavour to protect your reputation, and ours; if you or your customer finds an issue related to workmanship or material defects during the first 30 days after sale, we will work with you to find a resolution.
4. If an item is defective, either in workmanship or materials, Bubs First will accept a return of the item and either repay the wholesale price in full or offer a credit or replacement.
5. To the extent permitted by law, Bubs First excludes any other liability or obligation whether arising under a statute or the general law and whether or not resulting from negligence on the part of Bubs First, its agents or contractors or otherwise.
6. Bubs First does not accept returns on products for poor sell through or non-performance.
7. Please note that, notwithstanding the above provisions, retailers and their customers may have rights under the Trade Practices Act or other Commonwealth, State or Territory laws that cannot be excluded, varied or limited as above.

## **Right to Modify**

1. Bubs First retains the right to modify this agreement at any time and from time to time. The changes will take effect as soon as Bubs First notifies you of the changes. All orders placed will be accepted and supplied only upon Bubs First Terms and Conditions applicable at the time. Changes will not be retroactive.
2. Bubs First may, in its own absolute discretion, terminate the approval of a retailer-at any time upon notice to the retailer without cause and without having to provide any reason.

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## **Notices**

Notices will be deemed to be delivered when sent by email to the email address provided on this Agreement.

## **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.

## **Intellectual Property**

Retailer hereby acknowledges that the Intellectual Property is the sole and exclusive property of Bubs First, and that Bubs First have the exclusive right to the use thereof on and in connection with the Products. (For purposes of this agreement, the term "Intellectual Property" shall mean and refer to any and all trademarks, copyrights, trade secrets, confidential information, signs, and/or packaging associated with or relating to the Products.) Retailer agrees that Retailer will not use the Intellectual Property for any reason except as allowed under this agreement. Such use shall not create any interest in the Intellectual Property by retailer, and said Intellectual Property shall remain the sole and exclusive property of Bubs First at all times.

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Executed by:

**RETAILER:**

SOLE TRADER or COMPANY NAME: \_\_\_\_\_

ACN: \_\_\_\_\_ ABN: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

WEB URL: \_\_\_\_\_

**Please Tick (as applicable):**

- BRICK & MORTAR STORE
- ONLINE
- BOTH

By signing this document, I acknowledge I understand and will comply with the Bubs First terms and conditions detailed in this Wholesale Agreement.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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