



IMANIXCHANGE
Changing lives. One product at a time.

WHOLESALE AGREEMENT

Store Name: _____

Retailer Address: _____

Ship to Address: _____

Buyer Name: _____

Buyer Email: _____

Buyer Phone: _____

Preferred Contact: _____ Email / _____ Phone

Accounts Payable Name: _____

Accounts Payable Phone: _____

Accounts Payable Email: _____

Billing Address: _____

I acknowledge that I have read and understand the following terms and conditions.

Name: _____

Signature: _____

Date: _____

Website: _____

TERMS & CONDITIONS

ImaniXchange Headquarters
2350 Stoney Creek Dr.
Bulverde, TX 78163
info@imanixchange.com
www.imanixchange.com

THE ORDERING PROCESS

Orders may be placed through our online wholesale platform or via email.
Wholesale Platform: www.imanixchange.ordercircle.com
E-mail: orders@imanixchange.com

Minimums: Our wholesale minimum is 3 units of each item, excluding our blankets. We value relationships and want you to have the option of trying our products with ease, so we do not have a total order minimum.

Order Confirmation: The Buyer will receive an order confirmation via e-mail before any product is shipped. By receiving the confirmation, the buyer agrees to receive the purchase order as confirmed. The buyer has 48 hours from the time the confirmation is received to contact ImaniXchange regarding canceling or adjusting the purchase order.

MSRP

All ImaniXchange products have a suggested retail price (MSRP). Retailers retain the right to charge above the MSRP; however, they may not charge less than the suggested retail price. In the event that the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account cannot discount the products more than 15% below MSRP without the approval of ImaniXchange.

WEB COMMERCE

No products or goods purchased from or produced by ImaniXchange 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 ImaniXchange. No products or goods purchased from or produced by ImaniXchange may be sold via the wholesaler's private website unless special permission is granted by ImaniXchange. In the event permission is granted, the wholesaler must use images and descriptions created and supplied by ImaniXchange.

PRODUCT IMAGES

ImaniXchange will make available images that you might require for your print and online presence. Should you require any additional images, please contact us. Any imagery you provide yourself must be approved prior to use.

PAYMENT METHODS/INVOICING

We currently accept the following payment methods: Visa, MasterCard, American Express and Discover as well as online payment through our website or written check. Payment method is based on history and relationship with accounts; however, all new accounts will be charged 50% at the time of initial order and then the remaining 50% upon international shipment. Once relationship is

established, the buyer will be charged 50% upon international shipment for initial order and 50% once product is in hand. The buyer also can choose to pay the full invoice if desired.

OVER DUE ACCOUNTS

Should terms be extended, accounts will be subject to an interest charge of 2% of the amount of the entire invoice beginning 30 days after the invoice is due and increasing by 2% every 15 days thereafter. Terms will be reverted to pre-payment if account is overdue more than twice in a fiscal year. ImaniXchange retains the right to terminate any delivery or suspend further deliveries in the event the buyer's financial condition becomes unsatisfactory. All shipping charges will be added to the invoice for each PO.

SHIPPING/HANDLING

Our standard contracted shipping carrier is FedEx for wholesale orders. We use FedEx Ground shipping, unless the buyer specifies/requests another mode of shipping by (additional charges apply). Other carriers, such as the USPS or UPS can be used on request. The wholesaler is responsible for all shipping charges.

Wholesaler is also responsible for added International shipping charges if faster turnaround time is requested. This charge varies due to product and is discussed upon ordering.

NOTICE OF DEFECTS/RETURNS

The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after the receipt of merchandise. The Seller cannot be responsible for shortages when shipments are directed to a third party. It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order.

Shortages: In the event of a product shortage, ImaniXchange will give the Buyer the option to either have the missing product shipped to them at-once or to have the amount of the product credited to their account. In regards to shortages, you can inquire at ***orders@imanixchange.com***

Damages Products: In the event of damaged products, the Buyer is to take a picture of the product and e-mail it to our IXC representative at ***orders@imanixchange.com***. An RA will be issued as soon as possible and then the Buyer is to send the products back to ImaniXchange Headquarters. As soon as the product is received, credit will be issued. All credit will be applied to future orders.

RETURNS

It is the responsibility of Buyer to inspect upon receipt that all merchandise delivered matches its order. A written authorization from the seller must be obtained by the Buyer for any returned merchandise. All returns must be made within 7 days of receipt of goods. Returns will only be granted in the event of damaged or defective goods. All credit will be applied to future orders.

ACCEPTANCE OF GOODS WITH KNOWN DEFECTS

Buyer must notify Seller in writing of all claims for damages resulting from late delivery or any other defect that is known to Buyer at the time Buyer accepts the merchandise. Buyer hereby waives any claim for damages resulting from any defect Buyer is aware of, including late delivery, at the time Buyer accepts the merchandise.

MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that ImaniXchange makes no warranty, express or implied, as to the merchantability of ImaniXchange products. Wholesale Account also agrees that ImaniXchange is not liable for any misuse or misrepresentations of the goods by the Wholesale Account.