



2015 Drop Ship Program Contract for Orange Kat, LLC (Page 1 of 3)

This Wholesale/Drop Ship Program Agreement (hereinafter, "Agreement"), effective as of _____ (date), is made and entered into by and between Orange Kat, LLC, and _____ (hereinafter, "Merchant"). Merchant wishes to sell and promote the products offered by Orange Kat, LLC on their website located at _____ and is willing to give all sales and/or orders resulting from such products solely to Orange Kat, LLC, without question or reservation.

Orange Kat, LLC and Merchant agree to the following:

Cancellation:

If Merchant or Orange Kat, LLC are not satisfied with the program defined by this Agreement, and/or the results thereof, either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

Orange Kat, LLC's Role:

Orange Kat, LLC will provide product fulfillment for all sales obtained by Merchant in regards to any images and product information supplied by Orange Kat, LLC. Orange Kat, LLC is not involved in the actual transaction between the Merchant and buyer. Orange Kat, LLC is not the agent of either the Merchant or buyer. Orange Kat, LLC will provide shipment tracking information to Merchant only and the Merchant is responsible for communicating such to the buyer. Orange Kat, LLC retains all rights to all images and product information provided to the Merchant and retains the right to prohibit the use of any and all images and product information provided. Merchant may not use any of the images contained within the provided photos for any other purpose other than to obtain sales, which will be given to Orange Kat, LLC. Merchant may not use any photos, images or product information provided in any other medium than the specified website without prior written consent of Orange Kat, LLC.

Billing:

Orange Kat, LLC will bill Merchant daily through Merchant's credit card on file with us. Merchant will pay all amounts due to Orange Kat, LLC using the credit card on file. Orange Kat, LLC may, at its sole discretion, charge the credit card at less frequent intervals. Merchandise is shipped once payment is received. Declination of any amount charged by Orange Kat, LLC to the supplied credit card on file may result in the removal of the Merchant from Orange Kat, LLC Wholesale/Drop Ship Program.

Fees and Charges:

Drop-ship discount is 30% off retail prices as listed on Orange Kat LLC's website. FOB Orange Kat, LLC warehouse in Bailey, Colorado 80421. Merchant will pay all fees and charges incurred with each product shipped by Orange Kat, LLC. Orange Kat, LLC is not responsible for shipping cost.

Marketed Advertising Price (MAP):

MAP will be the retail price listed on the Orange Kat, LLC website (www.MyOrangeKat.com). Online retail price charged by Merchant must NOT be below Orange Kat, LLC's retail price or Merchant will be disqualified.

Labeling and Branding:

Private labeling and/or branding is not available for drop ship Merchants. All items are labeled as manufactured by Orange Kat, LLC. Orange Kat, LLC will list the Merchant's return address on drop ship packages and packing slips. Merchant is responsible for supplying Orange Kat, LLC with any additional labels, advertisements or other promotional material to be included in shipments.



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Sales and Tax:

It is the sole responsibility of the Merchant to collect, report and remit all taxes to the correct tax authorities for all business transactions, sales or revenue stemming from sales of Orange Kat, LLC products. Merchant further agrees that Orange Kat, LLC is not obligated to determine whether a sales tax applies and Orange Kat, LLC is not responsible to collect, report or remit any tax information arising from any transaction involving the images, photos or product information provided to Merchant.

Uniform Return Policy:

Orange Kat, LLC will provide a five (5) day return policy on stock (non-personalized items) during which a buyer may return any stock Orange Kat, LLC product undamaged (at their own expense) for any reason at all. Orange Kat, LLC will also provide a return/refund policy for any damaged or defective products, as long as any claims are placed within the agreed upon five (5) days of the product being received. Orange Kat, LLC will not issue any return authorization number for any claims placed on a product after five (5) days of being received. Return shipping for any undamaged item is the responsibility of the Merchant or buyer and will not be paid for by Orange Kat, LLC. Orange Kat, LLC will pay for return and/or replacement shipping for damaged and defective items. All sales are final on personalized items.

Illegal or Fraudulent Activity:

Orange Kat, LLC products, images and trademarks may only be used for lawful purposes and in a lawful manner. Merchant agrees to comply with all applicable laws, statutes, and regulations regarding the use of Orange Kat, LLC photos and information. Any fraudulent or illegal behavior may be reported by Orange Kat, LLC to law enforcement officials. Orange Kat, LLC will fully cooperate in any investigation to ensure violators are prosecuted to the fullest extent of the law.

Wrong Address:

Orange Kat, LLC will charge the Merchant any and all fees associated with a wrong address provided. If the apartment/suite number is not included or a wrong postal code is provided and re-shipping is required, in addition to the additional postage required there will be a re-shipping charge of \$5.00 penalty per package charged to the Merchant's credit card. There will be a 20% restocking fee for all packages returned to Orange Kat, LLC resulting from a wrong address being supplied by Merchant.

Participation:

Orange Kat, LLC retains the right to accept or deny any Merchant/website requesting participation in our Wholesale/Drop Shipping Program based solely on our discretion.

Responsibility:

Orange Kat, LLC is in no way responsible or liable for Merchant's website's success, the accuracy, or legality of its content and operation. Further, Merchant has independently evaluated the desirability of participating in Orange Kat, LLC's Wholesale/Drop Ship Program and is not relying on any representation, guarantee or statement other than what is set forth in this Agreement.

Right to Modify:

Orange Kat, LLC retains the right to modify this Agreement at any time. Changes will not be retroactive. If any modification is unacceptable, Merchant's recourse will be termination of its participation in the Orange Kat, LLC's Wholesale/Drop Ship Program. Continued participation will constitute acceptance of the modifications.



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Merchant Information:

Company Name _____ Tax ID _____

Owner's/Officer's Name & Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

Email: _____

Years in Business: _____

Credit Card Type: ___ VISA ___ MASTERCARD ___ AMEX ___ DISCOVER

Name on Card: _____

Card #: _____

Expiration Date: _____ CVV: _____

(If Different From Above)

Billing Address: _____

City: _____ State: _____ ZIP: _____

I acknowledge that I have read, fully understand, and agree to the above terms; and furthermore authorize Orange Kat, LLC to charge my credit card above at time of shipping.

Date: _____

Signature: _____

Name: _____

Title: _____