



**2015 Wholesale Contract for Orange Kat, LLC (Page 1 of 2)**

This agreement is made effective as of \_\_\_\_\_ (date) between Orange Kat, LLC and \_\_\_\_\_ (hereinafter referred to as “Merchant”). The purpose of this agreement is to establish Merchant as an authorized wholesale distributor for the sale of Orange Kat, LLC products.

**Terms and Conditions**

**Agreement:**

Orange Kat, LLC hereby grants to Merchant the non-exclusive right, upon the terms and conditions contained in this agreement, to purchase, inventory, promote, use, and resell Orange Kat, LLC’s products. Merchant agrees not to alter, cover up, remove or change in any way Orange Kat, LLC’s labeling, informational, and/or promotional material. Merchant agrees not to reprocess, re-label or repackage any of Orange Kat, LLC’s products.

Selling Orange Kat, LLC products on eBay, Amazon, Etsy or any other third-party online site is strictly prohibited. Merchant may sell Orange Kat, LLC products on its business website.

Merchant agrees it will refrain from using, authorizing, or permitting the use of the name Orange Kat, LLC, MyOrangeKat.com, any Orange Kat, LLC logos, marks or trademarks in any way except in connection with the distribution of Orange Kat, LLC’s products under this agreement.

Orange Kat, LLC and Merchant’s relationship are as vendor and vendee respectively. At no time will Merchant’s employees or agents be deemed agents or representatives of Orange Kat, LLC.

Merchant will not allege to consumers that it manufactures Orange Kat, LLC’s products.

This agreement may be terminated at any time by either party by notifying the other party in writing. Upon termination of this agreement, Merchant will remove and not thereafter use any sign containing any of Orange Kat, LLC’s marks, names or any other trademarks owned by Orange Kat, LLC and immediately destroy all stationery, advertising matter, and other printed matter in your possession or under Merchant’s control containing any of Orange Kat, LLC’s marks. Merchant agrees not to, at any time after such termination, use or permit any of Orange Kat, LLC’s marks to be used in any manner in connection with any business conducted by Merchant or in which Merchant may have an interest.

This agreement may not be transferred or assigned to any other person or entity.

Merchant must supply a valid Tax ID # or Resale Permit to open a wholesale account.

**Ordering:**

Orders must be placed by email or mail so a written record of the order is created. Payment must be made in full upon placement of the order. Orange Kat, LLC accepts checks, credit cards and PayPal payments. Checks will be deposited immediately and the order will be processed when the check clears.



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**Minimum Order:**

Orange Kat, LLC requires a minimum purchase of 25 pieces to qualify for wholesale pricing. All Orange Kat, LLC products may be combined to attain this minimum. Wholesale pricing is based on the number of items purchased with each order as follows:

25-49 pieces – 40% off retail

50-99 pieces – 45% off retail

100 + pieces – 50% off retail

Merchant may qualify for high-volume wholesale discount pricing when ordering more than 100 pieces per month for 3 consecutive months.

**Shipping/Handling:**

All wholesale sales are final. Orange Kat, LLC ships wholesale orders via USPS Priority Mail. Orange Kat, LLC requires insurance on all shipments. Merchant is responsible for all shipping charges. Handling time depends on the number of pieces ordered. As a general rule, Merchant should expect one day handling time per every 20 items ordered. Orange Kat, LLC is not responsible for delays in shipments caused by inclement weather or other circumstances beyond its control.

**Returns:**

Orange Kat, LLC accepts returns of defective items or goods damaged during shipment. Merchant must report damage within 5 days of receipt and supply pictures and information Orange Kat, LLC may require to file an insurance claim. Merchant is responsible for inspecting items upon receipt and protecting and insuring goods after receiving the shipment.

**Agreement of Terms:**

By placing an order with Orange Kat, LLC, Merchant hereby understands and agrees to abide by all the policies and terms set forth in this agreement. These terms are subject to change at any time and Orange Kat, LLC will notify Merchant of such changes at the time they are made. Orange Kat, LLC reserves the right to refuse any wholesale order for any reason. Orange Kat, LLC reserves the right to terminate any wholesale account suspected of violating this agreement or any of the other terms and conditions state herein.

I have read and agree to the terms and condition stated in the above contract:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Business Name (Merchant) \_\_\_\_\_

Contact Person's Name \_\_\_\_\_

Physical Address \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

Website: \_\_\_\_\_ Tax ID Number \_\_\_\_\_