



TC Bauer Co.

Distributor / Manufacturer: TC BAUER CO 3333 N Elston Av
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Email: greatservice@tcbauerco.com / cs@buywellness.com

Wholesale/Drop shipping Contract

(Please print and fax back / mail a copy to us along with proof of your company Fed tax I.D, Reseller I.D or proof of ownership of an online store.)

This wholesale/drop ship Agreement (hereinafter, the Agreement), effective as of _____, is made and entered into by and between TC Bauer Co. (hereinafter "TC Bauer Co."), and _____ (hereinafter, "merchant"). Merchant wishes to sell and promote the products offered by TC Bauer Co. on their web site located at <http://www.buywellness.com> and is willing to give all sales and or orders resulting from the previously mentioned products solely to TC Bauer Co. without question or reservation.

TC Bauer Co. and Merchant agrees to the following:

Definitions: "net sales" shall mean gross revenue resulting from any and all products found within the TC Bauer Co. product list, less shipping, handling and all applicable sales taxes and returns. "products" shall mean the collection of photos containing copy written pictures and material TC Bauer Co. has supplied to the Merchant. "Sales" shall mean any and all sales resulting from the aforementioned products including but not limited to orders received via web site, email, fax, phone or verbally.

Term: Merchant and TC Bauer Co. agree that the term of the Agreement shall commence on it's above written effective date and shall continue for a period of 6 months, and for as long thereafter as it is mutually agreed between Merchant and TC Bauer Co.

Cancellation: If merchant or TC Bauer Co. are not satisfied with the program defined by this agreement, and the results thereof, either party may terminate this agreement by providing thirty (30) days written notice to the other aforementioned party.

TC Bauer Co.' Role:

TC Bauer Co. will provide product fulfillment for all sales obtained by Merchant in regards to any images supplied by TC Bauer Co. TC Bauer Co. is not involved in the actual transaction between the Merchant and buyer. TC Bauer Co. is not the agent of either the Merchant or buyer. TC Bauer Co. retains all rights to all images provided and retains the right to prohibit the use of any and all images provided. Merchant may not use any of the images contained within the provided photos for any other purpose other than to gain sales, which will be given to TC Bauer Co. Merchant may not use any images provided in any other medium than the specified website without prior written consent of TC Bauer Co.

Billing: Please choose one of the two options below. Option # 2 is dependant on further negotiation and approval.

Option # 1

• All transactions between Merchant and TC Bauer Co., will be done via The Merchant's exclusive account activated by TC Bauer Co. and as set up by the Merchant on T.C Bauer Co., Website – www.buywellness.com by Merchant.

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Option #2

• Should Merchant not have access to a computer or should any special discount or credit terms if agreed upon by both parties will be transacted in the following manner: TC Bauer Co. will send Merchant an invoice following each order setting forth the fees charged to the merchants credit card, providing details of how such fees were calculated, based on "net sales" of goods sold. Merchant will pay all amounts due using the following credit card, MC, Visa, Am Exp, Disc. _____, Exp. _____(Leaving this blank will result in your application approval being denied.)

TC Bauer Co. will charge the total amount due at the time of the order. Decline of any supplied credit card will result in the removal of the Merchant from the TC Bauer Co. Wholesale/drop ship Program.

Fees and Charges: TC Bauer Co. will provide Merchant with a detailed listing of all items shown in the photos along with but not limited to, the price they will be charged for each product, shipping amounts and any and all other charges which may be due in affiliation to each product. TC Bauer Co. will also provide Merchant with the suggested retail price but does not promise or suggest those prices to be the best price for Merchants web site. Merchant will pay all fees and charges incurred with each product shipped by TC Bauer Co. directly to TC Bauer Co. The price Merchant charges for each product will be left solely to the Merchants discretion. Other than a one time set up and activation fee of \$200/-TC Bauer Co., does not charge additional fees for this drop ship program.

Sales and Tax: Merchant agrees that it is the sole responsibility of Merchant to collect, report and remit all taxes to the correct tax authority for all business transactions, sales or revenue stemming from the photos. Merchant further agrees that TC Bauer Co. is not obligated to determine whether a sales tax applies and is not responsible to collect, report or remit any tax information arising from any transaction involving the images or photos provided.

Uniform Return policy: TC Bauer Co. will provide a 5 day return policy during which a buyer may return any product undamaged (at their own expense) for any reason at all. TC Bauer Co. will also provide a return/refund policy for any damaged or defective product as long as any claims are placed within the agreed upon 5 days of the product being received. TC Bauer Co. will not provide any policy for any claims placed on a product after 5 days of being received. TC Bauer Co., is not responsible for shipping cost involved in returns to Merchant.

Illegal or Fraudulent Activity: TC Bauer Co. 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 TC Bauer Co. photos and information. TC Bauer Co. may report any fraudulent or illegal behavior to the law enforcement officials and TC Bauer Co. will cooperate in any manner to ensure violators are prosecuted to the fullest extent of the law.

Bad address: TC Bauer Co. will charge the merchant any and all fees associated with a bad address provided. If the apartment/ suite number is not included or a bad postal code is provided and re-shipping is required, there will be a re-shipping charge equal to the original shipping charge added to the merchant credit card. There will be a 25% restocking fee for all packages returned to TC Bauer Co. because of a bad address being supplied.

Participation: TC Bauer Co. retains the right to accept or deny any web site requesting participation in our wholesale/drop shipping program based solely on our discretion. We will not accept sites that contain or promote sexually explicit behavior, pornographic material, sexual or racial discrimination, violence, nudity or abuse to children. TC Bauer Co. retains the right to revoke any Merchants participation in the program if they find it in their best interest.

Use of Photos: Merchant may use the images from www.buywellness.com website for the sole purpose of sending all resulting orders to TC Bauer Co. Continued participation in the TC Bauer Co. wholesale/drop shipping program will be based on all orders resulting from the photos and or descriptions being forwarded to TC Bauer Co. in a timely manner. Use of any and all images and product descriptions

provided shall at all times remain to the discretion of TC Bauer Co. TC Bauer Co. shall retain the right to decline the use of any photos by merchant at their discretion.

Text and Descriptions: TC Bauer Co. authorize or permit any web developer, merchant or customer approved in the wholesale/drop ship program to copy or use the text, descriptions, and information found on the TC Bauer Co. web sites. Merchant may not use any of the text and descriptions for any other purpose other than to gain sales, which will be given to TC Bauer Co. Merchant may not use any text and descriptions provided in any other medium than the specified website without prior written consent of TC Bauer Co.

Responsibility: TC Bauer Co. is in no way responsible or liable in any way for your sites success, the accuracy, or legality of its content and operation. Further, you have independently evaluated the desirability of participating in our wholesale/drop shipping program and are not relying on any representation, guarantee or statement other than set forth in this agreement.

Right to Modify: TC Bauer Co. retains the right to modify this agreement at any time. Changes will not be retroactive. If any modification is unacceptable to you, your recourse will be termination of your participation in our wholesale/drop-shipping program. Continued participation will constitute acceptance of the modifications.

Sever ability: If any provisions or section of this agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed sever able from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

VOID IF ALTERED

The Merchant

Date: _____
Signature: _____ Printed
Name: _____
Title: _____

Your Mailing Address

Company Name _____ Tax Id# _____
Your Name _____
Address _____

Phone
_____ Fax #
_____ Email
Address _____ Year
your business commenced _____

Approved by _____ / Date

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