



**Wholesale Agreement
and Terms of Sale**

Revised January 28, 2013



Dear Potential Black Helmet Apparel Retailer,

Thank you for your interest in Black Helmet Apparel. We hold your business in high regard and as such, we carefully screen and approve Wholesale Account requests. This allows us to grow and create a program that creates the best opportunity to succeed for both our business and yours.

Please consider the following terms of our Wholesale Account, and if you are in agreement, complete and sign the application below. Once we determine that our interests are mutually beneficial, we'll send you our price list and other applicable information.

We appreciate your interest and look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Ramos".

Lisa Ramos, Operations Director
Black Helmet Apparel



Wholesale Agreement and Terms of Sale

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

MINIMUM ORDER REQUIREMENTS

Black Helmet Apparel offers one Wholesale program called Level 1. It requires a minimum initial order of \$500.00 and a minimum reorder of \$250.00. All orders are placed on our websites <http://www.blackhelmetapparel.com> or <http://www.systemprotocols.com> by using a coupon code to receive 40% off the original product prices (not sale price). We don't automatically provide itemized invoices. If you require an itemized invoice, it can be provided at an additional cost.

MSRP

Products or goods purchased from Black Helmet Apparel shall only be sold at the manufacturer's suggested retail price (MSRP). In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than 15% below MSRP.

Permission for special sale events beyond the 15% discount by the Wholesale Account must be requested in writing to Black Helmet Apparel and will typically be granted on a semi-annual basis.

WEB COMMERCE

No products or goods purchased from or produced by Black Helmet Apparel 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 Black Helmet Apparel. If Wholesale Account is planning to sell products produced by Black Helmet Apparel in an online marketplace/store, it must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Black Helmet Apparel.

PRODUCT IMAGES

Black Helmet Apparel 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 (please allow adequate lead-time for approval; two weeks is recommended).

RESELLING TO WHOLESALE ACCOUNTS



Any Wholesale Account who distributes Black Helmet Apparel goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

PAYMENT METHODS

At this time, Black Helmet Apparel is not extending credit terms. All orders must be accompanied by pre-payment. We accept credit card payment online via our website. For orders over \$1,000.00 we can accept a credit card via phone. We do not accept checks.

PACKAGING

All products come unpackaged and may require additional folding and package prior to resale.

SHIPPING/HANDLING

Items will not be shipped until full payment is received. No COD orders. We use USPS, FedEx, or UPS Ground shipping, based on cost affordability, unless you specify/request a quicker mode of shipping. On all orders, we include the cost of packaging materials and handling fees in your shipping total.

SHIPPING ERRORS, RETURNS, AND WARRANTY

Order errors must be brought to Black Helmet Apparel Customer Service attention within 5 business days of receipt of shipment. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to printing or manufacturing defects during the first 90 days, we will work with you to find a resolution.

MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that Black Helmet Apparel makes no warranty, express or implied, as to the merchantability of Black Helmet Apparel products. Wholesale Account also agrees that Black Helmet Apparel is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies Black Helmet Apparel for any legal actions that emanate from such actions.



Black Helmet Apparel reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship.

Confirmation of Agreement to Policies, Terms & Conditions

- I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Black Helmet Apparel the right to take legal action to enforce these conditions. In the event Black Helmet Apparel must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.

- I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.

- I have reviewed and understand Black Helmet Apparel policies and procedures for payment and shipping as well as all terms and conditions. I authorize Black Helmet Apparel to keep this agreement on file and apply these policies to all future transactions made between Black Helmet Apparel and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print Full Name: _____ Title: _____

Company: _____

Signature: _____ Date: _____

Please fax entire signed contract to: (305) 437-7618. Keep a copy for your own records. Thank You!