



Revised 2008 Wholesale/Drop shipping Contract for the Cookie Emporium

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

The Cookie Emporium and Merchant agree to the following:

Definitions: “net sales” shall mean gross revenue resulting from any and all products found within the Cookie Emporium 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 the Cookie Emporium 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 the Cookie Emporium 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 the Cookie Emporium.

Cancellation: If merchant or the Cookie Emporium 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.

The Cookie Emporium's Role: The Cookie Emporium will provide product fulfillment for all sales obtained by Merchant in regards to any images supplied by the Cookie Emporium. The Cookie Emporium is not involved in the actual transaction between the Merchant and buyer. The Cookie Emporium is not the agent of either the Merchant or buyer. The Cookie Emporium 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 the Cookie Emporium. Merchant may not use any images provided in any other medium than the specified website without prior written consent of the Cookie Emporium

Billing: The Cookie Emporium 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.) The Cookie Emporium will charge the total amount due at the end of each week. Charging the credit card at the time of the order or at the end of each week is the sole decision of The Cookie Emporium. Decline of any supplied credit card may result in the removal of the Merchant from the Cookie Emporium Wholesale/drop ship Program.

Fees and Charges: The Cookie Emporium 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 gift, shipping amounts and any and all other charges which may be due in affiliation to each gift. The Cookie Emporium 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 gift shipped by the Cookie Emporium directly to the Cookie Emporium. What price Merchant charges for each gift will be left solely to the Merchants discretion.

Set Up Fee: There will be a onetime set up fee charge of \$250.00. This fee will cover the set up expenses incurred by the Cookie Emporium. This fee will be charged to the Merchant's credit card upon acceptance, by the Cookie Emporium, of the merchant into the 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 the Cookie Emporium 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: The Cookie Emporium 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. The Cookie Emporium will also provide a return/refund policy for any damaged or defective gifts as long as any claims are placed within the agreed upon 5 days of the gift being received.

The Cookie Emporium will not provide any policy for any claims placed on a gift after 5 days of being received.

Illegal or Fraudulent Activity: The Cookie Emporium 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 The Cookie Emporium photos and information. Any fraudulent or illegal behavior may be reported by the Cookie Emporium to the law enforcement officials and the Cookie Emporium will cooperate in any manner to ensure violators are prosecuted to the fullest extent of the law.

Wrong address: The Cookie Emporium 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, there will be a re-shipping charge equal to the original shipping charge added to the merchant's credit card. There will be a 25% restocking fee for all packages returned to the Cookie Emporium because of a wrong address being supplied.

Participation: The Cookie Emporium 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 which contain or promote sexually explicit behavior, pornographic material, sexual or racial discrimination, violence, nudity or abuse to children. The Cookie Emporium retains the right to revoke any Merchants participation in the program if they find it in their best interest. Any site found copying the text, descriptions or any written information found on the Cookie Emporium web sites will be removed from the program.

Use of Photos: Merchant may use the images provided for the sole purpose of sending all resulting orders to the Cookie Emporium. Continued participation in the Cookie Emporium wholesale/drop shipping program will be based on all orders resulting from the photos being forwarded to the Cookie Emporium in a timely manner. Use of any and all images provided shall at all times remain to the discretion of the Cookie Emporium. The Cookie Emporium shall retain the right to decline the use of any photos by merchant at their discretion.

Text and Descriptions: The Cookie Emporium does not authorize or permit any web developer, merchant or customer to copy, reproduce or use in any way the text, descriptions, and information found on the Cookie Emporium web sites. Copying any information, including but not limited to tables, charts, policies gift descriptions and or any other information found on the Cookie Emporium websites will be cause for immediate removal from our program.

Responsibility: The Cookie Emporium is in no way responsible or liable in any way for your sites success, the accuracy, or legality of it's 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: The Cookie Emporium 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 *Please print clearly*

Date: _____

Signature: _____

Name: _____

Title: _____

Your Mailing Address is: Company Name _____

Your Name _____

Address _____

Phone # _____ FAX

_____ Email Address _____

Year your business commenced _____

The Cookie Emporium

Date: _____

Signature: _____

Name: _____

Title: _____

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