



11711 Coley River Circle, Suite 11, Fountain Valley, CA 92708 - (949) 228-9715 FAX: (949) 333-0906  
email: newaccounts@blackwidowexhaust.com

## WHOLESALE AGREEMENT

“Reseller” refers to the individual or company acting as and requesting product from Black Widow product for resale.  
“Black Widow” refers to Black Widow Performance, Inc. and Black Widow Exhaust. In signing this document, you agree to the following terms:

1. Reseller must provide their Resale Permit number or a copy of their Resale Permit.
2. Reseller will be responsible for all shipping, handling and customs fees.
3. **Reseller must pay 60% of their total order on orders sub-totaling over \$500.00 prior to the shipment of product.**
4. Black Widow will dropship on a “per-order” basis. Each dropship order will be charged a 5% dropship fee (based on the net subtotal - not including shipping fees).
5. Freight shipments are subject to up to a \$25 handling fee per order.
6. Upon acceptance of this agreement, Reseller will be provided a Wholesale Discount based on quantities ordered (See Part/Price Sheet for discount breakdown). Reseller will have 30 days to pay the remainder of their invoice after it is billed. Payments not received after 90 days of invoice date will be submitted to Collections.
7. Black Widow will accept the following forms of payment: Check, Visa, Mastercard, American Express and PayPal. Upon request, Black Widow can keep the Reseller’s credit card information on file to charge when required.
8. Prices are subject to change with a 30-day written notice (email or hard copy).
9. Products are guaranteed to be free from defects. Damaged products due to manufacturer defect will be accepted for return (See Limited Lifetime Warranty).
10. Returned products not subject to warranty replacement will be charged a 10% inspection, re-package and re-stock fee.
11. If a product is defective, Black Widow requires a photo or video of the issue for review sent to warranty@blackwidowexhaust.com. After review and approval, reseller should send an RMA (Return Merchandise Authorization form) to accounting@blackwidowexhaust.com. A credit will then be issued and replacement sent to Reseller or directly to the customer. Return of faulty product is not required by Black Widow Exhaust - unless requested.
12. Wholesale pricing does not apply to Black Widow’s promotional items (clothing, stickers, hats, banners, etc...).
13. Either party can terminate this agreement with a 30-day written notice (email or hard copy) to accounting@blackwidowexhaust.com
14. MAP (Minimum Advertised Price) - Reseller is required to advertise Black Widow products at FULL RETAIL as to not compete with Black Widow online sales and distributor and reseller sales. (See Part/Price Sheet for Retail Pricing). Reseller can, at any time, advertise promotional discounts with Black Widow products. A promotional discount is described as a temporary percentage or amount subtracted from the full retail price (no more than 20%) and should be advertised as such - along with an end date or time period lasting no longer than 30 days. Any Reseller that does not display promotional discounts as described above or, if Black Widow determines that the Reseller is competing in a manner that creates a conflict for any reason, Black Widow can terminate this Wholesale Agreement immediately.
15. Reseller will not alter or manipulate the Black Widow logo, product images or descriptive content in any way that misrepresents Black Widow’s name, products and trademarks. Doing so will terminate this Wholesale Agreement.
16. This Wholesale Agreement is enforceable by the state of California and shall be governed by, and construed in accordance with, the laws of the state of California. Each party consents to the jurisdiction and venue of the Superior Court for the County of Orange, State of California, or the appropriate United States District Court in Orange County, California for any action arising from or in connection with the interpretation or enforcement of this Wholesale Agreement.

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Business Name

*Please sign  
and fill out page 1  
and 2 of this form.*



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## WHOLESALE AGREEMENT (CONTINUED)

*The information below will be used for billing.*

Accounts Payable Contact Name: \_\_\_\_\_

Accounts Payable Phone Number: \_\_\_\_\_

Accounts Payable Email Address: \_\_\_\_\_

Invoices will be sent to the Accounts Payable email address above shortly after each order. Please check your junk mail periodically to ensure emails from "accounting@blackwidowexhaust.com" have not been sent to "junk" and to avoid issues with your account.

*The information below will be used for your account and for your listing on our website.*

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_  
\_\_\_\_\_

Company Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Instagram Address: \_\_\_\_\_

*Please sign and fill out both pages and fax, mail or email back to the information at the top of the page.*