

WHOLESALE AGREEMENT

This Wholesale Agreement ("Agreement") is made and entered into as of the date of signing by and between JiMO moto LLC("Seller"), and the undersigned retailer ("Buyer").

1. PRICING & DISCOUNTS

- Manufacturer's Suggested Retail Price (MSRP):.
- Wholesale pricing is structured as follows:
 - o Orders of 1-99 units: 30% discount off MSRP.
 - o Orders of 100-499 units: 40% discount off MSRP
 - o Orders of 500+ units: 50% discount off MSRP

2. MINIMUM SELL PRICE

Buyer agrees not to sell JiMO motorcycle gloves below the minimum advertised price of \$18.00 per unit.

3. ORDERING & PAYMENT

- A 50% deposit is required at the time of order placement, with the remaining balance due at the time of
- Payment methods accepted: Credit Card, Bank Transfer, or other agreed-upon methods.
- Orders will be processed upon receipt of the initial 50% payment.

4. SHIPPING & DELIVERY

- Buyer is responsible for all shipping and handling fees (FOB Fond du Lac, WI)
- Seller will make reasonable efforts to ensure timely delivery but is not liable for delays beyond its control.
 - o any delay to a communicated shipment will be communicated immediately

5. STANDARD LEAD TIME

- Orders are subject to standard production lead time and shipment.
- Production time: up to 30 days.
- Delivery time: up to 60 days.
- Expedite options are available but subject to on-rate shipping costs.

6. RETURNS & RESTOCKING

- Returns are accepted only for new, unopened products.
- Buyer must request a return within 14 days of receipt.
- A 10% restocking fee will apply to all returns.
- Buyer is responsible for return shipping costs.

7. TERMINATION

Seller reserves the right to terminate this agreement if Buyer fails to comply with terms, including the minimum sell price requirement.

8. GENERAL TERMS

- This Agreement is governed by the laws of the state in which Seller operates.
- Any disputes shall be resolved through arbitration in the Seller's jurisdiction.
- Modifications to this Agreement must be in writing and signed by both parties

By signing below, both parties acknowledge and agree to the terms outlined

| SELLER: JiMO moto LLC | only | |
|------------------------------|---------------------------------|--------|
| Authorized Representative: | Date: | |
| BUYER: Salling Company Name: | Authorized Representative: ract | . Date |
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