## 157 Allens Corner Road Flemington, NJ 08822

RACING FOR HOME FARM

This reseller agreement grants the following company:

herein referred to as "Reseller", the right to sell the products of Racing for Home Farm, LLC In exchange for that right, reseller agrees to the terms and conditions that follow:

1. MINIMUM ORDERS: Reseller must meet the minimum quantity and payment amount on orders as specified by the seller. No exceptions unless otherwise agreed to by Racing for Home Farm, LLC or in such circumstance of special orders as agreed to by Racing for Home Farm, LLC.

2. PAYMENT TERMS: Reseller agrees to prepay the first purchase order by money order or credit card. Subsequent orders may be paid by ACH bank transfer, money order, credit card, or check. Reseller may thereafter be granted (after initial order), at the sole discretion of Racing for Home Farm, LLC, 15-day payment terms. If such terms are granted, the reseller agrees to complete payment within 15 days of receiving the shipment. Reseller is required to pay only for merchandise received (i.e., backorders excluded).

3. ADDITIONAL FEES: Delinquent payments may revert payment terms to prepayment and may be subject to additional fees. Prepayment terms will remain unless otherwise dictated by Racing for Home Farm, LLC. Customer may be required to pay Racing for Home Farm, LLC all costs, expenses, legal and collection fees as incurred in enforcing the terms and conditions as allowed by law.

4. COMPETITIVE PRODUCT REFERENCE: Reseller must never use any Racing for Home Farm, LLC images, including product or model photos, Racing for Home Farm, LLC name or logo mark, nor the name or logo mark of any Racing for Home Farm, LLC products, nor any name or logo mark designed or intended to be similar to any Racing for Home Farm, LLC product name or logo mark, nor any descriptive or explanatory text, nor any reference to the

## 201-230-6366 Info@RacingforHomeFarm.com www.RacingforHomeFarm.com

Racing for Home Farm, LLC products in reference or relation to any other company, product or brand name other than those produced and distributed by Racing for Home Farm, LLC without prior written consent. Racing for Home Farm, LLC may discontinue sales to reseller if this policy is violated at any time.

5. ONLINE SALES: Reseller agrees NOT to attempt to resell any Racing for Home Farm, LLC product online via any business sites: eBay, AMAZON, or other such third-party websites apart from a personal online retail site, which may or may not support a physical storefront. Reseller further agrees any online sales meeting the above exception shall strictly adhere to all product(s) MAP pricing, not including shipping, Failure to comply may result in immediate termination of future wholesale pricing or sales from the Racing for Home Farm, LLC Exceptions are only considered if prior written consent has been obtained from Racing for Home Farm, LLC by the reseller.

6. USE OF PROMOTIONAL MATERIALS: Reseller may use specific photo and/or graphic images and/or specific text provided by Racing for Home Farm, LLC for the promotion of or in conjunction with Racing for Home Farm, LLC products only, and even then, only for the duration that Racing for Home Farm, LLC products are being actively offered for resale by reseller and the reseller agreement, terms and conditions are being fully honored. Failure to comply with these rules may result in the termination of future wholesale pricing offers or sales to the reseller.

7. PROPER USE OF TRADEMARK: When reseller uses the Racing for Home Farm, LLC brand, reseller must represent all Racing for Home Farm, LLC products with full product names in print including Internet, audio, video, and all media promotional materials. Racing for Home Farm, LLC and relating product logos should be used in print or publication whenever feasible. Permission to use the Racing for Home Farm, LLC brand and logo is at the sole discretion of the Racing for Home Farm, LLC.

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8. REPACKAGING: Reseller must never repackage, reproduce, or reformulate any Racing for Home Farm, LLC product(s) without the express, prior written consent of Racing for Home Farm, LLC Failure to comply with this rule may result in the immediate termination of any future orders by the reseller.

9. SHIPPING: Orders shipped via USPS Priority Mail elsewhere, unless otherwise specified. Freight charges will be determined at time of shipping and will be added to each invoice. All freight charges are capped at 15% of the wholesale order total. All shipments will be charged the actual freight cost of the order(s). Rates and service subject to change at any time at the sole discretion of the Racing for Home Farm, LLC.

10. DAMAGE CLAIMS: Any claims for damaged or misshipped items must be made within 10 days of receipt of merchandise by emailing

support@racingforhomefarm.com. Returns are only accepted for items that are damaged or mis-shipped. A return authorization number is required and must appear on all related correspondence. Reseller is granted a return authorization number by Racing for Home Farm, LLC. Reseller must return merchandise in 100% resalable condition to receive credit for the product. A 25% restocking fee may be assessed at the sole discretion of Racing for Home Farm, LLC. Freight charges may apply. Please email support@racingforhomefarm.com for return authorization and additional instructions.

11. PRICING: Wholesale/MAP prices are subject to change without notice and at the discretion of Racing for Home Farm, LLC. Violation of MAP pricing standards set forth by the Racing for Home Farm, LLC may result in the loss of wholesale pricing and order availability to the reseller. Wholesale/MAP pricing at time of purchase will be honored on orders set with a future ship date.

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12. TERRITORY PROTECTION: Racing for Home Farm, LLC reserves the right to deny sales to a licensed reseller based on proximity to other Racing for Home Farm, LLC customers. Resellers with protection will be determined by/at the sole discretion of the seller. Racing for Home Farm, LLC reserves the right to protect/unprotect territory with or without notice to the reseller. Territory protection policy subject to change by the Racing for Home Farm, LLC and/or its affiliates.

Print Name:

Signature:

**Business Name:** 

Federal Tax ID/EIN:

RESELLER'S AGREEMENT Racing for Home Farm, LLC info@RacingforHomeFarm.com www.RacingforHomeFarm.com