



WHOLESALE TERMS + CONDITIONS

THEVIBRANTELEPHANT.COM / 613-323-3097
THEVIBRANTELEPHANT@GMAIL.COM

WHOLESALE ORDERS MAY BE PLACED VIA E-MAIL AT **THEVIBRANTELEPHANT@GMAIL.COM** OR ONLINE AT **WWW.THEVIBRANTELEPHANT.COM** USING A WHOLESALE DISCOUNT CODE.

REGULAR ORDERS FROM OUR AVAILABLE STOCK (WEBSITE), SHIP WITHIN **5** BUSINESS DAYS. MADE TO ORDER STOCK SHIPS IN **10** BUSINESS DAYS. ALL WHOLESALE ORDERS ARE REQUIRED TO MEET A TOTAL MINIMUM OF **\$150.00 CAD**. INITIAL MINIMUM ORDERS ARE **\$250.00 CAD**. FOR ORDERS PLACED DURING HIGH SEASONS (CHRISTMAS), WE REQUIRE A MINIMUM LEAD TIME OF **14 DAYS** TO PROCESS AND PACK YOUR ORDER.

THE BUYER/STOCKIST WILL RECEIVE AN ORDER CONFIRMATION VIA E-MAIL BEFORE ANY PRODUCT IS SHIPPED.

BY RECEIVING THE CONFIRMATION EMAIL, THE BUYER/STOCKIST AGREES TO RECEIVE THE PURCHASE ORDER AS QUOTED.

THE BUYER HAS **48 HOURS** FROM THE TIME THE CONFIRMATION EMAIL IS RECEIVED TO CONTACT THE VIBRANT ELEPHANT REGARDING CANCELLING OR ADJUSTING THE PURCHASE ORDER.

ALL NEW ACCOUNTS WILL BE CHARGED AT THE TIME OF ORDER AND MUST BE PAID IN FULL BY VISA, MASTERCARD, PAYPAL OR INTERAC E-TRANSFER (WITHIN CANADA).

PAYMENT TIMES ARE BASED ON HISTORY AND RELATIONSHIP AND IS SUBJECT TO NEGOTIATION ONCE A REASONABLE PAYMENT HISTORY HAS BEEN ESTABLISHED.

PRICING

ALL PRICES IN OUR LINESHEETS AND ON OUR WEBSITE ARE LISTED IN CAD DOLLARS. AUTHORIZED RETAILERS WILL RECEIVE 50% OFF THE SUGGESTED RETAIL PRICE. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. WE WILL COVER 100% OF THE SHIPPING COSTS FOR ANY ORDERS OVER **\$350**. WE COVER THE COST OF POSTAL INSURANCE FOR ALL SHIPMENTS.

SALES TAX

THE BUYER/STOCKIST AGREES TO ASSUME SOLE RESPONSIBILITY OF COLLECTING, REPORTING AND REMITTING ALL TAXES TO THE CORRECT TAX AUTHORITY FOR ALL BUSINESS TRANSACTIONS, SALES OR REVENUE STEMMING FROM THE SALES OF THE WHOLESALE'S PRODUCTS.

SUGGESTED RETAIL PRICE

ALL THE VIBRANT ELEPHANT PRODUCTS HAVE A MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP). PRODUCTS OR GOODS PURCHASED FROM THE VIBRANT ELEPHANT SHALL BE SOLD AT THE MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP) UNLESS OTHERWISE AGREED UPON IN WRITING BY THE WHOLESALE. THE BUYER/STOCKIST MAY NOT CHARGE LESS THAN THE SUGGESTED RETAIL PRICE. IF THE BUYER/STOCKIST CHOOSES TO PLACE THE PRODUCTS OR GOODS FOR SALE AT A DISCOUNT, THE BUYER/STOCKIST CANNOT DISCOUNT THE PRODUCTS MORE THAN **25%** BELOW MSRP WITHOUT THE PRIOR APPROVAL OF THE VIBRANT ELEPHANT. PERMISSION FOR SPECIAL SALE EVENTS BEYOND THE **25%** DISCOUNT MUST BE REQUESTED IN WRITING TO THE VIBRANT ELEPHANT.

E-COMMERCE

NO PRODUCTS OR GOODS PURCHASED FROM OR PRODUCED BY THE VIBRANT ELEPHANT SHALL BE RESOLD BY OR THROUGH ANY ON-LINE AUCTION OR ONLINE STORE (INCLUDING BUT NOT LIMITED TO EBAY, AMAZON OR KIJJI) WITHOUT THE EXPRESS, WRITTEN AUTHORITY OF THE VIBRANT ELEPHANT. IF THE BUYER/STOCKIST RESELLS VIA THIRD-PARTY, THE RELATIONSHIP BETWEEN BUYER/STOCKIST & SELLER WILL BE TERMINATED.

PRODUCT IMAGES

THE VIBRANT ELEPHANT WILL PROVIDE IMAGES TO BE USED FOR YOUR PRINT AND ONLINE PRESENCE. SHOULD YOU REQUIRE ANY ADDITIONAL IMAGES, PLEASE CONTACT US. WE WOULD PREFER THAT ALL IMAGES OF OUR PRODUCTS ONLINE ARE A GOOD REFLECTION OF OUR BRAND.

SHIPPING + HANDLING

SHIPPING IS NOT INCLUDED IN THE COST OF GOODS. WE USE A SERVICE THAT FINDS US THE BEST RATES AMONG SHIPPING PROVIDERS AND SELECT THE PROVIDER OFFERING THE LOWEST RATE UNLESS THE BUYER/STOCKIST SPECIFIES/REQUESTS ANOTHER MODE OF SHIPPING - ADDITIONAL CHARGES MAY APPLY. THE BUYER/STOCKIST IS RESPONSIBLE FOR ALL SHIPPING CHARGES. PLEASE ALLOW AT LEAST 10-14 BUSINESS DAYS FROM THE TIME OF YOUR ORDER FOR COMPLETION OF ITEMS. LARGER ORDERS MAY REQUIRE MORE TIME; PLEASE CONTACT US AT **THEVIBRANTELEPHANT@GMAIL.COM** FOR INFORMATION ABOUT AVAILABILITY.

INTERNATIONAL ORDERS

WE CURRENTLY DO NOT OFFER WHOLESALE INTERNATIONALLY.

NOTICE OF DEFECTS/RETURNS

THE BUYER/STOCKIST MUST MAKE ANY CLAIMS OF DEFECTS, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO SHORTAGES, QUALITY, OR SPECIFICATION, WITHIN THE FIRST 5 DAYS AFTER THE RECEIPT OF MERCHANDISE. IT IS THE RESPONSIBILITY OF THE BUYER/STOCKIST TO INSPECT UPON RECEIPT THAT ALL MERCHANDISE DELIVERED MATCHES THE ORDER.

SHORTAGES: IN THE EVENT OF A PRODUCT SHORTAGE, THE VIBRANT ELEPHANT WILL GIVE THE BUYER/STOCKIST THE OPTION TO EITHER HAVE THE MISSING PRODUCT SHIPPED TO THEM AT ONCE OR TO HAVE THE AMOUNT OF THE PRODUCT CREDITED TO THEIR ACCOUNT. PLEASE CONTACT **THEVIBRANTELEPHANT@GMAIL.COM** REGARDING SHORTAGES.

DAMAGED ITEMS: IN THE EVENT OF DAMAGED PRODUCTS, THE BUYER/STOCKIST IS TO TAKE A PICTURE OF THE PRODUCT AND E-MAIL IT TO **ASHLEY BACKSTROM** AT **THEVIBRANTELEPHANT@GMAIL.COM**. THE BUYER/STOCKIST IS TO SEND THE PRODUCTS BACK TO THE VIBRANT ELEPHANT AND, ONCE THE PRODUCT IS RECEIVED, CREDIT WILL BE ISSUED INCLUDING ANY SHIPPING CHARGES INCURRED AS A RESULT OF THE RETURN. ALL CREDIT WILL BE APPLIED TO FUTURE ORDERS UNLESS OTHERWISE SPECIFIED.

RETURNS: ONLY GRANTED IN THE EVENT OF DAMAGED OR DEFECTIVE GOODS. FOR ANY GOODS RETURNED AS 'UNSUITABLE' THERE IS A RE-STOCKING FEE OF 15% PLUS SHIPPING CHARGEABLE TO THE BUYER/STOCKIST. ALL CREDIT WILL BE APPLIED TO FUTURE ORDERS.

ACCEPTANCE OF GOODS WITH KNOWN DEFECTS

THE BUYER/STOCKIST MUST NOTIFY THE SELLER IN WRITING OF ALL CLAIMS FOR DAMAGES RESULTING FROM LATE DELIVERY OR ANY OTHER DEFECT THAT IS KNOWN TO THE BUYER/STOCKIST AT THE TIME MERCHANDISE IS ACCEPTED. THE BUYER/STOCKIST HEREBY WAIVES ANY CLAIM FOR DAMAGES RESULTING FROM ANY DEFECT THE BUYER/STOCKIST IS AWARE OF, INCLUDING LATE DELIVERY, AT THE TIME THE MERCHANDISE IS ACCEPTED.

MISREPRESENTATIONS

THE BUYER/STOCKIST AGREES THAT THE VIBRANT ELEPHANT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE VIBRANT ELEPHANT PRODUCTS. THE BUYER/STOCKIST ALSO AGREES THAT THE VIBRANT ELEPHANT IS NOT LIABLE FOR ANY MISUSE OR MISREPRESENTATIONS OF THE GOODS BY THE BUYER/STOCKIST.

SEVERABILITY

IF ANY PROVISIONS OR SECTIONS OF THIS AGREEMENT SHALL BE DEEMED UNLAWFUL, VOID OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION OR SECTION SHALL BE DEEMED SEVERED FROM THESE TERMS AND CONDITIONS AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

WE LOOK FORWARD TO
WORKING TOGETHER