



WHOLESALE AGREEMENT

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

THIS WHOLESALE AGREEMENT (HEREINAFTER, THE "AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN COMPANY NAME (HEREINAFTER "WHOLESALE"), AND "RETAILER (BUYER/STOCKIST)" (HEREINAFTER, "RETAILER").

- THE RETAILER WISHES TO SELL AND PROMOTE THE PRODUCTS OFFERED BY THE WHOLESALER IN THEIR BRICK & MORTAR STORE.
- THE RETAILER MUST MAINTAIN A CURRENT BUSINESS LICENSE CERTIFICATE (OR PROVINCIAL EQUIVALENT) ON FILE AND PROVIDE A COPY, WITH GST/HST, TO THE WHOLESALER.
- THE RETAILER MUST HAVE A FUNCTIONING URL THAT IS OWNED BY THE ENTITY APPLYING FOR THE WHOLESALE ACCOUNT AND/OR PROOF (E.G., A PICTURE AND PHYSICAL ADDRESS) OF A BRICK AND MORTAR STORE.
- THE WHOLESALER IS IN NO WAY RESPONSIBLE OR LIABLE FOR THE SUCCESS OF THE RETAILER'S WEBSITE OR STORE, THE ACCURACY, OR LEGALITY OF ITS CONTENT AND OPERATION. FURTHER, THE RETAILER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE WHOLESALER'S WHOLESALE PROGRAM AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE OR STATEMENT OTHER THAN SET FORTH IN THIS AGREEMENT.
- THE WHOLESALER RETAINS THE RIGHT TO MODIFY THIS AGREEMENT AT ANY TIME. CHANGES WILL NOT BE RETROACTIVE.
- THE WHOLESALER WILL DELIVER INVENTORY TO THE RETAILER AS AGREED.
- THE WHOLESALER IS NOT INVOLVED IN THE ACTUAL TRANSACTION BETWEEN THE RETAILER AND THE CUSTOMER, AND THE WHOLESALER IS NOT THE AGENT OF EITHER THE RETAILER OR THE CUSTOMER.
- THE WHOLESALER RETAINS ALL RIGHTS TO ALL IMAGES OF PRODUCTS PROVIDED AND RETAINS THE RIGHT TO PROHIBIT THE USE OF ANY AND ALL IMAGES PROVIDED.



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- THE RETAILER MAY NOT USE ANY OF THE PROVIDED PHOTOS FOR ANY PURPOSE OTHER THAN TO GAIN SALES. THE RETAILER MAY NOT USE ANY IMAGES PROVIDED IN ANY OTHER MEDIUM THAN IN OR ON THE SPECIFIED WEBSITE OR STORE WITHOUT PRIOR WRITTEN CONSENT OF THE WHOLESALER.
- THE RETAILER MAY NOT ALTER (E.G., CROP, CHANGE BACKGROUND COLOURS, ADD TEXT) TO PROVIDED PHOTOS OTHER THAN TO SIZE APPROPRIATELY FOR WEBSITE AND MARKETING MATERIALS. THE RETAILER MUST DESCRIBE THE PRODUCT IN THE APPROPRIATE CATEGORY AND MAY NOT REPRESENT THE PRODUCT IN OTHER CATEGORIES OR FOR OTHER USES, WITHOUT PRIOR AUTHORIZATION FROM THE WHOLESALER.
- THE RETAILER AGREES TO STORE PRODUCTS IN A CLEAN, SMOKE-FREE LOCATION.
- THE RETAILER AGREES TO A MINIMUM INITIAL ORDER OF **\$250 CAD**.
- STANDARD WHOLESALE PRICING APPLIES & THE RETAILER IS RESPONSIBLE FOR SHIPPING FEES.

IF ANY PROVISIONS OR SECTIONS OF THIS AGREEMENT IS 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.

SIGNED:

SIGNED:

RETAILER

WHOLESALER