



## Wholesale Terms and Conditions Agreement

**Retail Qualifications:** To place a wholesale order, you must be registered as a retail business, and submit this "Wholesale Terms and Conditions Agreement" to UpSpring, Ltd.

**Minimum Advertised Price Policy (MAP):** UpSpring minimum advertised price policy is to provide our retail partners and consumers with a unified advertised pricing structure, maintain the reputation for high-quality products and provide comprehensive warranty and support services. The MAP policy applies to all forms of advertising including internet, catalogs, ads, emails, etc. By signing this agreement, retailers are committing to not re-sell our products for less than the MSRP on the order form unless written permission from UpSpring, Ltd is given for a special promotion.

While retailers are free to conduct business as they choose, UpSpring reserves the right to terminate any account we feel does not honor UpSpring Minimum Advertised Price Policy and require that terminated retailer to return all unsold product immediately. 15% restocking fee may apply.

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**\*\*\*Internet Retailing:** Retailers are permitted to re-sell UpSpring products in their own stores and online on their company store sites ONLY. UpSpring will support retailers with images for the site. **Retailing on aggregators/reseller/Co-op sites, such as Amazon and EBay, is expressly prohibited.** UpSpring products will be sold to end customers ONLY. We do not accept 3<sup>rd</sup> party selling or marketing (i.e., web link for product published on Amazon) on Amazon or any other consumer site. If a retailer violates this policy or the pricing policy, it will be required to immediately return product at its expense plus a 15% restocking fee. \*\*\* We are not currently authorizing additional online-only retailers.

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**Brand Equity Preservation:** UpSpring, Ltd and its retail partners agree to a unified pricing structure to protect the brand, the products of the company and the margins for our partners worldwide. Retailers that commit to protecting their margins and our branding and pricing are welcomed partners.

**Ordering Process:** Upon receipt and approval of your completed Wholesale Agreement and your retailer application, you will be notified that you are an approved reseller. To order, email [orders@upspringbaby.com](mailto:orders@upspringbaby.com) with your order, referencing quantities and UpSpring skus.

**Shipping and Handling:** Shipping and Handling charges will be based on weight and size, and shipped via the most cost effective carrier available. If you prefer to ship with your own carrier, please make note while ordering and provide the carrier account number.

**Shipping Time:** In stock orders will be shipped within 2-3 business days.

**Terms:** The processing of your first three orders is by credit card.

