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## WHOLESALE TERMS AND CONDITIONS AGREEMENT

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This Wholesale Terms and Conditions Agreement is addressed and applies to all UpSpring branded products distributed in the United States of America.

**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.

**Internet Retailing:** Retailers are permitted to re-sell UpSpring products in their own stores and online on their company store websites only. UpSpring will support retailers with images for the site. Retailing on aggregators/reseller/co-op sites, such as Amazon or eBay, is expressly prohibited. UpSpring products will be sold to end customers only. We do not accept 3rd 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.

**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.

Our terms are Net 30, following the approval of your application to our finance department. All invoices are to be paid 30 days from the date of the invoice.



Past Due amounts are subject to an interest charge of the lower one and one-half percent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection.

Application & Orders: UpSpring Ltd. Preferred method for application and order placement is by email to:

orders@upspringbaby.com

This Wholesale Terms and Conditions Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties hereto with respect thereto.

By signing this document, I acknowledge I understand and will comply with the UpSpring terms and conditions detailed herein.

UpSpring Ltd. Reserves the right to make any exceptions or changes to the terms and conditions set forth herein at any time upon delivery of notice.

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**Signature**

**Title**

**Date**



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## ACCOUNT INFORMATION

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STORE NAME:

SALES TAX ID#:

WEBSITE:

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## BILLING INFORMATION

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COMPANY NAME:

ATTENTION:

PHONE NUMBER:

ADDRESS:

  

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## SHIPPING INFORMATION

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COMPANY NAME:

CONTACT:

PHONE NUMBER:

ADDRESS:



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### BUYER INFORMATION

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CONTACT NAME:

EMAIL:

PHONE NUMBER:

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### ACCOUNTING INFORMATION

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CONTACT NAME:

EMAIL:

PHONE NUMBER:

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### VENDOR INFORMATION FOR WEBSITE

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COMPANY NAME:

PHONE NUMBER::

EMAIL:

STORE ADDRESS:



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## SALES & USE TAX CERTIFICATE

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We require a copy of your company's Sales & Use Tax Certificate to open a wholesale account. We request an updated copy yearly. A generic Sales & Use Tax Certificate is attached for your reference if needed.

**UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION**

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

Issued to Seller: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that: \_\_\_\_\_ is engaged as a registered

Name of Firm (Buyer): _____	Wholesaler _____
Address _____	Retailer _____
_____	Manufacturer _____
_____	Seller (California) _____
_____	Lessor (see notes on pages 2 - 4) _____
_____	Other (Specify) _____

and is registered with the below listed states and cities within which your firm would deliver purchases to us and that any such purchases are for wholesale, resale, ingredients or components of a new product or service<sup>1</sup> to be resold, leased, or rented in the normal course of business. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following:

Description of Business: \_\_\_\_\_

General description of tangible property or taxable services to be purchased from the seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit or ID Number of Purchaser
AL <sup>2</sup>	_____	NE <sup>14</sup>	_____
AR	_____	NV	_____
CA <sup>3</sup>	_____	NJ	_____
CO <sup>1</sup>	_____	NM <sup>1,15</sup>	_____
DC <sup>4</sup>	_____	ND	_____
GA <sup>5</sup>	_____	OK <sup>16</sup>	_____
HI <sup>1,6</sup>	_____	RI <sup>17</sup>	_____
ID	_____	SC <sup>1</sup>	_____
IL <sup>1,7</sup>	_____	SD <sup>18</sup>	_____
IA	_____	TN	_____
KS <sup>8</sup>	_____	TX <sup>19</sup>	_____
ME <sup>9</sup>	_____	UT	_____
MD <sup>10</sup>	_____	VT <sup>1</sup>	_____
MI <sup>11</sup>	_____	WA <sup>20</sup>	_____
MN <sup>12</sup>	_____	WI <sup>17</sup>	_____
MO <sup>13</sup>	_____		

I further certify that if any property or service so purchased tax free is used or consumed by the firm as to make it subject to a Sales or Use Tax we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be a part of each order which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature: \_\_\_\_\_  
 (Owner, Partner or Corporate Officer)  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

### To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

### Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessor, buyer, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

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### Notes:

- 1 The states of Colorado, Hawaii, Illinois, New Mexico, South Carolina and Vermont do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
- 2 Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
- 3 California:
  - A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificates).
  - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
  - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
  - D. A valid resale certificate is effective until the issuer revokes the certificate.
- 4 District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
- 5 Georgia: The purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
- 6 Hawaii allows this certificate to be used to claim a lower general excise tax rate rather than an exemption. If the lower rate does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993.
- 7 Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch. I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

- 8 Kansas: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
- Contractors, subcontractors, and repairmen shall be responsible for collecting and remitting sales tax on taxable services performed for other contractors. Each contractor, subcontractor or repairman shall not purchase or sell services exempt from sales tax under a resale exemption certificate.
- 9 Maine does not have an exemption on sales of property for subsequent lease or rental.
- 10 Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29".
- 11 Michigan: Effective for a period of three years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.
- 12 Minnesota: A. Does not allow a resale exemption for purchases of taxable services for resale in most situations.  
B. Allows an exemption for items used only once during production and not used again.
- 13 Missouri: A. Purchasers who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.  
B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
- 14 Nebraska: A blanket certificate is valid 3 years from the date of issuance.
- 15 New Mexico will accept, in lieu of a nontaxable transaction certificate and as evidence of the deductibility of a sale of tangible personal property, this certificate only when the following conditions exist:
- a) Both the seller and purchaser are located outside New Mexico;
  - b) The seller maintains sufficient nexus within New Mexico to be subject to the New Mexico gross receipts tax on its transaction in or into New Mexico;
  - c) The purchaser request that the seller deliver or "drop-ship" the tangible personal property to the purchaser's customer in New Mexico.
- 16 Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documentation" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710:65-7-6 is:
- A) Sales tax permit information may consist of:
    - (i) A copy of the purchaser's sales tax permit; or
    - (ii) In lieu of a copy of the permit, obtain the following:
      - (I) Sales tax permit number; and
      - (II) The name and address of the purchaser;
  - B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
  - C) A statement that the articles purchased are purchased for resale;
  - D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
  - E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.
- Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.
- 17 Rhode Island and Wisconsin allow this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.



- 18 South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are considered to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
- (1) The service is purchased for or on behalf of a current customer;
  - (2) The purchaser of the service does not use the service in any manner; and
  - (3) The service is delivered or resold to the customer without any alteration or change.
- 19 Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.
- 20 Washington: A. Blanket resale certificates must be renewed at intervals not to exceed four years;  
B. This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."  
C. Buyer acknowledges that the misuse of the resale privilege claimed on the certificate is subject to the legally prescribed penalty of fifty percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.