



## Senpai Distribution Group, LLC Retail Dealer Terms and Conditions Agreement

**Retail Qualifications:** To place a wholesale order as a dealer, you must be registered and licensed as a retail business in your State(s) that you operate in, complete a dealer app and this "Wholesale Terms and Conditions Agreement" to submit to Senpai Distribution Group, LLC for approval.

**Minimum Advertised Price Policy (MAP):** Senpai's 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 published MAP on the order form /price list unless written permission from Senpai Distribution Group, LLC is given for a special promotion.

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

**Internet Retailing:** Currently retailers are permitted to re-sell Senpai products in **their** own stores and online on **their** company store sites ONLY. Senpai will support retailers with images for their website whenever possible. Senpai products will be sold to end customers ONLY.

We do not accept 3rd party selling or marketing (i.e., web link for product) on Amazon, Ebay, etc or any other consumer site without express written approval from Senpai Distribution. 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.

If you wish to be a part of the Amazon or Ebay sales program, please inform your sales rep and they will provide you with an application.

**Wholesaling:** Wholesaling is not allowed without prior wholesale application approval from Senpai. If your organization wishes to offer wholesaling as an option, please ask your sales rep for the wholesale minimums, wholesale MAP and a wholesale application to be considered.

**Sales Territory:** Sales of all Senpai Distributed items are expressly allowed for sale in the USA only, you are NOT allowed to sell outside the US and its territories unless otherwise stated in writing by Senpai prior.

**Brand Equity Preservation:** Senpai Distribution Group, LLC and its retail partners agree to a unified pricing structure to protect the brands we carry, 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 Dealer Agreement and your retailer application, you will be notified if you have been accepted as an approved reseller.

To order, contact your sale rep with your order, referencing quantities, your account ID and Senpai 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 normally be shipped within 5 business days after payment has been processed. Express orders are possible depending on order current volume, and are subject to an additional processing fee, please discuss with your sales rep.

**Terms:** Payment in full before shipping. We accept credit card thru electronic invoicing at the published price list rate, or you can use wire transfer / ACH for an additional 3% discount off your quoted price on the invoice. Subject to change based on our bank's CC processing rates.

**Agreement:** By checking the agree box on the online dealer application, I acknowledge I understand and will comply with the Senpai terms and conditions detailed herein.

**Senpai Distribution Group, LLC Reserves the right to make any exceptions or changes to this policy at any time.**