

2016 Drop Ship Program Contract for Soccer Wave, LLC.

This Wholesale/Drop Ship Program Agreement (hereinafter, "Agreement"), effective as of _____ (date), is made and entered into by and between Soccer Wave, LLC., and _____ (hereinafter, "Dealer"). Dealer wishes to sell and promote the products offered by Soccer Wave, LLC. on their website located at http://www._____ and is willing to give all orders resulting from such sales solely to Soccer Wave, LLC., without question or reservation.

Soccer Wave, LLC. and Dealer agree to the following:

Cancellation: If Dealer or Soccer Wave, LLC. are not satisfied with the program defined by this Agreement, and/or the results thereof, either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

Soccer Wave, LLC.'s Role: Soccer Wave, LLC. will provide product fulfillment for all sales obtained by Dealer. Soccer Wave, LLC. is not involved in the actual transaction between the Dealer and buyer. Soccer Wave, LLC. is not the agent of either the Dealer or buyer. Soccer Wave, LLC. retains all rights to all images and product information provided to the Dealer and retains the right to prohibit the use of any and all images and product information provided. Dealer may not use any of the images contained within the provided photos for any other purpose other than to obtain sales, which will be given to Soccer Wave, LLC. Dealer may not use any photos, images or product information provided in any other medium than the specified website without prior written consent of Soccer Wave, LLC.

Billing: Soccer Wave, LLC. will invoice Dealer Bi-weekly and collect payment through Dealer's credit card which will be on file. Dealer will pay all amounts due to Soccer Wave, LLC. using the credit card on file unless other arrangements are agreed upon. Soccer Wave, LLC. will charge the total amount due every other week. Declination of any amount charged by Soccer Wave, LLC. to the supplied credit card on file may result in the removal of the Dealer from Soccer Wave, LLC. Wholesale/Drop Ship Program.

Fees and Charges: Wholesale discount ranges from 18.35% (20.00 USD) to 31.19% (34.00 USD) off the retail price of the 108.99. This range is determined by Soccer Wave, LLC depending on the Dealer's ability to market soccerwave product and the quantity of soccerwaves sold by the Dealer. FOB Soccer Wave, LLC. Warehouse. Soccer Wave, LLC. will provide Dealer with the suggested retail price, but does not promise or suggest those prices to be the best price for Dealer's website. Dealer will pay all fees and charges incurred with each product shipped by Soccer Wave, LLC. Soccer Wave, LLC. is not responsible for shipping cost. The shipping cost would be a flat rate of 27.00 dollars.

Marketed Advertising Price (MAP): will be the Soccer Wave, LLC's selling price on its website. Online retail price charged by Dealer must NOT be below Soccerwave's selling price or Dealer will be disqualified.

Sales and Tax: It is the sole responsibility of the Dealer to collect, report and remit all taxes to the correct tax authorities for all business transactions, sales or revenue stemming from Soccer Wave, LLC. products. Dealer further agrees that Soccer Wave, LLC. is not obligated to determine whether a sales tax applies.

Illegal or Fraudulent Activity: Soccer Wave, LLC. products and trademarks may only be used for lawful purposes and in a lawful manner. Dealer agrees to comply with all applicable laws, statutes, and regulations regarding the use of Soccer Wave, LLC. photos and information. Any fraudulent or illegal behavior may be reported by Soccer Wave, LLC to law enforcement officials. Soccer Wave, LLC. will fully cooperate in any investigation to ensure violators are prosecuted to the fullest extent of the law.

Wrong Address: Soccer Wave, LLC. will charge the Dealer any and all fees associated with a wrong address provided. If the apartment/suite number is not included or a wrong postal code is provided and re-shipping is required, there will be a re-shipping charge of \$13.00 per package charged to the Dealer's credit card. There will be a 20% restocking fee for all packages returned to Soccer Wave, LLC. resulting from a wrong address being supplied by Dealer.

Participation: Soccer Wave, LLC. retains the right to accept or deny any Dealer/website requesting participation in our Wholesale/Drop Shipping Program based solely on our discretion.

Responsibility: Soccer Wave, LLC. is in no way responsible or liable for Dealer's website's success, the accuracy, or legality of its content and operation. Further, Dealer has independently evaluated the desirability of participating in Soccerwave's Wholesale/Drop Ship Program and is not relying on any representation, guarantee or statement other than what is set forth in this Agreement.

Right to Modify: Soccer Wave, LLC. retains the right to modify this Agreement at any time. Changes will not be retroactive. If any modification is unacceptable, Dealer's recourse will be termination of its participation in the Soccer Wave Wholesale/Drop Ship Program. Continued participation will constitute acceptance of the modifications.

Return Policy: In case the buyer receives a damaged or defective product, they should notify the dealer with the proof of purchase and the proof of damage (pictures) within ONE week. Once it is determined that the claim is VALID, Soccer Wave LLC will either replace the damaged part or will send a new one at its own discretion. The Buyer has ONE week from the time of purchase to report this to the Dealer.

Dealer Information:

Company Name _____ Tax ID: _____

Your Name: _____ Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____

Email: _____ Years in Business: _____

Credit Card Type:

VISA MASTERCARD

Name on Card: _____

Card #: _____ Expiration Date: _____

CCV#: _____

(If Different From Above)

Billing Address: _____ City

State _____ ZIP _____

I acknowledge that I have read, fully understand, and agree to the above terms;
and furthermore authorize Soccer Wave, LLC. to charge my credit card above at
time of invoice.

Date: _____

Signature: _____

Name: _____

Title: _____