



Wholesale Purchase Agreement

Dear Potential Magnetic Arm Band Retailer,

Thank you for your interest in Magnetic Arm Band. We hold your business in high regard and as such, we carefully screen and approve Wholesale Account requests. This allows us to grow and create a program that creates the best opportunity to succeed for both our business and yours. Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete and sign the application below. Once we determine that our interests are mutually beneficial, we'll send you other applicable information. We appreciate your interest and look forward to hearing from you soon.

Sincerely,

MJMA, LLC – Family of Companies



MJMA, LLC | 1001 E Playa Del Norte Dr Unit 2322, Tempe, AZ, 85281 | email:
sales@magneticarmband.com | www.MagneticArmBand.com | Melanie Blake – Owner Senior
Account Executive | Phone: **970-948-4160** | Michael Ecke – Owner Senior Account Executive |
315-561-1448

Wholesale Agreement and Terms of Sale

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

MINIMUM ORDER REQUIREMENTS

Magnetic Arm Band offers multiple Wholesale Account purchase options, based on volume as outlined below. Once you establish your account at a certain level, you may change your Wholesale Account level by making the minimum initial order at the level required for the desired Wholesale Account. All subsequent orders must then match the minimum reorder for that level. The current **Minimum Order Quantity** requirements is **500** Units.

Magnetic Arm Band Wholesale Pricing	
Units Ordered	Price Per Unit with Shipping
500 - 999	\$6.65
1000 - 1999	\$6.45
2000 +	\$6.25

Add On	Custom Magnetic Arm Band Packaging
Per Unit	\$0.40



MSRP

Products or goods purchased from Magnetic Arm Band shall only be sold at the manufacturer's suggested retail price range (**\$13.99 - \$21.99**). In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than **15%** below the minimum MSRP (**\$13.99**). Permission for special sale events beyond the 15% discount by the Wholesale Account must be requested in writing to Magnetic Arm Band and will typically be granted on a semiannual basis.

Minimum Retail Price per Unit Profit Margins - \$13.99 Sale Price

110.4% Returns - 500 Sold Units - \$3,670

116.9% Returns - 1000 Sold Units - \$7,540

123.8% Returns - 10,000 Sold Units - \$77,400

123.8% Returns - 25,000 Sold Units - \$193,500

Maximum Retail Price per Unit Profit Margins - \$21.99 Sale Price

230.7% Returns - 500 Sold Units - \$7,670

240.9% Returns - 1000 Sold Units - \$15,540

251.8% Returns - 10,000 Sold Units - \$157,400

251.8% Returns - 25,000 Sold Units - \$393,500

WEB COMMERCE

No products or goods purchased from or produced by Magnetic Arm Band shall be resold by or through any on-line auction or online store (such as EBay, Amazon or other similar sites) without the express, written authority of Magnetic Arm Band. If Wholesale Account is planning to sell products produced by Magnetic Arm Band in an online marketplace/store, it must be *owned* by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Magnetic Arm Band.

PRODUCT IMAGES

Magnetic Arm Band will make images that you might require for your print and online presence. Should you require any additional images, please contact us. Any imagery you provide yourself must be approved prior to use (please allow adequate lead-time for approval; one week is recommended).

RESELLING TO WHOLESALE ACCOUNTS

Any Wholesale Account who distributes Magnetic Arm Band goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

PAYMENT METHODS

At this time, Magnetic Arm Band is not extending credit terms. All orders must be accompanied by pre-payment which is **50%** of the ordered invoice. Final payment will be received upon order completion, prior to shipping. We accept credit card payment online via PayPal. We do not accept checks.

PACKAGING

All products come packaged with clear plastic and a barcode provided by Wholesale account free of charge. Custom packaging is available with extra **\$0.40** per unit fee.

SHIPPING/HANDLING

Items will not be shipped until full payment is received. We use USPS, FedEx, or UPS Ground shipping, based on cost affordability, unless you specify/request a quicker mode of shipping. On all orders, we include the cost of packaging materials and handling fees in your shipping total.

SHIPPING ERRORS, RETURNS, AND WARRANTY

Order errors must be brought to Magnetic Arm Band Customer Service attention within 3 business days of receipt of shipment. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to printing or manufacturing defects during the first 90 days, we will work with you to find a resolution.

MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that Magnetic Arm Band makes no warranty, express or implied, as to the merchantability of Magnetic Arm Band products. Wholesale Account also agrees that Magnetic Arm Band is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies Magnetic Arm Band for any legal actions that emanate from such actions. Magnetic Arm Band reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship.

Confirmation of Agreement to Policies, Terms & Conditions

- I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Magnetic Arm Band the right to take legal action to enforce these conditions. In the event Magnetic Arm Band must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.
- I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.
- I have reviewed and understand Magnetic Arm Band policies and procedures for payment and shipping as well as all terms and conditions. I authorize Magnetic Arm Band to keep this agreement on file and apply these policies to all future transactions made between Magnetic Arm Band and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print Full Name: _____ Title: _____

Company: _____

Signature: _____ Date: _____

Number of Units Desired: _____

Please email entire signed contract to: sales@magneticarmband.com & keep a copy for your own records. Thank You!

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(Custom Box 12.5cm X 9cm X 2.3cm)

