

**ADOOKA ORGANICS LLC WHOLESALE PROGRAM**  
**TERMS + CONDITIONS**  
**(as of 4/5/2015)**

Adooka Organics LLC is the only licensed distributor for Adooka Organics, Adooka USA, and any other brand manufactured by Adooka Organics LLC. To gain and maintain wholesale status with Adooka Organics LLC, you must meet the following conditions:

Basic Conditions:

- Maintain a brick and mortar storefront location where you physically sell our products. You may add our products to your website if you maintain a brick and mortar storefront, but you must adhere to our web sales policies (below).
- Provide a valid resale license number.
- Buy our products with the intent to resell them to end users.
- Submit a wholesale application and gain approval by us.
- Meet minimum order and payment requirements.

Ordering Terms:

- Minimum order is \$300 at wholesale pricing. Reorders of less than \$300 will be considered at our discretion.
- Orders must be paid by credit card, business check, or money order. Orders will ship once payment clears, if items are in stock. For pre-orders, we will advise estimated ship date.
- Shipping costs are the buyer's responsibility and will be calculated after order is packed. You will be notified as to the total cost of your order including shipping prior to payment.

Pricing:

- Wholesale pricing for individual items is listed on our online wholesale ordering website. Generally, wholesale pricing is 50% below full MSRP retail. MSRP is listed on each product's detail page on [www.twocrowsforjoy.com](http://www.twocrowsforjoy.com) (after you click on the product). We often sell under the MSRP on our own site; however, we hope customers will understand the value of being able to see, feel, and try on our clothing in person in your store, and to walk away with it that day, and that these added benefits will justify the slightly higher "right now" price they will pay in a storefront. We understand and respect that this may not work for some stores. We welcome you as a partner if it does, and will do what we can to support you.
- Only items manufactured by Adooka Organics LLC are available for wholesale ordering (currently Adooka Organics and Adooka USA).
- Certain items or sets of items may not be available for wholesale. We will advise you if this is the case for any items on your order.
- No additional discounts (such as rewards points or coupon codes) are applicable to wholesale orders.

Pricing/Sales policies:

- You may price items as you wish in your brick and mortar store; however, you may not advertise in print or on the internet a price lower than that on our website for any given item.
- You are not authorized to sell or advertise any items made by Adooka Organics LLC on Ebay, Amazon, Google shopping, or any other third party site.

initial \_\_\_\_\_ date: \_\_\_\_\_



Adooka Organics LLC • 3295 Daleford Rd. • Shaker Heights, OH 44120  
216-920-7570 phone • 888-288-7741 fax • info@adooka.com

Pricing/Sales policies (continued):

- If you have a website in addition to your brick and mortar store, you may sell our products on your website only (website domain must be registered to your business); however, you may not list any price lower than that on our website for any given item. You are welcome to use product images from our website to sell the products you have ordered from us on your own site.

Returns/Exchanges:

- Products may not be returned or exchanged, with the exception of manufacturer defects or shipping errors (wrong product/size sent). Please check orders carefully and inform us within 7 days of any defects or errors.
- We stand behind our products. If a customer has an issue with our product, such as a defect or other complaint, please let us know and we will work with you to resolve the problem.

Other terms:

- All information contained within this agreement, and all information distributed by Adooka Organics LLC to our retailers (including pricing, product designs, plans, and policies) shall be kept confidential. We agree to keep all retailer information confidential. No information can be shared with any third party for any reason.
- Issues, questions, or complaints about Adooka Organics LLC's products shall be brought to our attention directly, by contacting us, and shall not be discussed in public forums.
- Adooka Organics LLC has the right to discontinue any wholesale status, or our entire wholesale program, at our discretion.
- We may amend this agreement at any time. We will send notice via email of any changes to this agreement.

I (we) agree with the terms and conditions set forth in this agreement.

Signature of Owner/Buyer: \_\_\_\_\_ Date: \_\_\_\_\_



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