



9945 Pioneer Blvd., Santa Fe Springs, CA 90670
Tel: 562-404-8557, email:Orders@FashionWholesaler.com

DROP-SHIP AGREEMENT

Business Name:		FIN#
Contact's Name:		Title:
Business Street Address:		
City, State, Zip code:		
Tel:	Fax:	
URL:	e-mail address:	
Reseller #:	Issue State:	

Drop Ship Agreement between the above referenced Company, hereinafter "Merchant" and FashionWholesaler.com hereinafter "Drop-Shipper".

General & Confidential Information:

1. A valid State Sales Tax ID and company information must be provided before first purchase.
2. During the course of business between Merchant and Drop-Shipper, Merchant agrees that the confidential information including cost, images, inventory status, etc. will be used solely for the purpose of conducting business with Drop-Shipper. Merchant must not disclose or distribute any confidential information to any competitor of Drop-Shipper or to any other third party without the express written consent of the Drop-Shipper.
3. All images of all products supplied by Drop-Shipper are the exclusive property of FashionWholesaler.com. Merchant may use these images only in connection with the sale of Drop-Shipper's products and only in compliance with any policies or terms stated by the Drop-Shipper. No other use or distribution is permitted, and Merchant may not use Drop-shipper's images in connection with the sale of products from any person or entity other than the Drop-Shipper. The Drop-Shipper retains the right to terminate permission to use these images while Merchant violates the terms and agreements of using these images.
4. Prices and product availability are subject to change without notice. However, Drop-Shipper would to best effort to inform the changes as soon as possible.
5. The Drop-shipper is not responsible for typographical errors in the Merchant's any means of selling Drop-Shipper's products.

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6. By placing an order, the Merchant accepts all Drop-Shipper's terms and policies set forth in this Drop-Ship Agreement.
7. The Drop-Shipper reserves the right to modify any of the terms of this Drop Ship Agreement with notice to the Merchant.

Orders:

1. Orders are placed on-line, email to Orders@FashionWholesaler.com,
2. Orders are processed within 2 business days upon being received and all required information provided completely by Merchant.
3. Orders will be shipped upon payments are cleared.
4. Merchant is responsible for all drop-ship service fees, freights, and handling fees, including delivery, cancellations, refusals, and returns on all shipments.
5. Drop-shipper will do all the best effort to fulfill all orders. However, under some circumstances, if the orders would not be filled completely, Merchant will be noticed immediately. If Drop-shipper does not hear from Merchant for substitutions, cancellation, or confirming back orders within 2 business days, Drop-shipper reserves the right to ship the orders as it is, or to cancel the orders, or to leave the orders as back orders. If the orders left as back orders, the orders will be shipped once the items become available except a notice for cancellation received from Merchant within 2 business days once a sold-out notice is e-mailed to Merchant.
6. A packing slip with Merchant's business name needs to be provided by Merchant in order to send along with the package. Or drop-shipper will ship the order without any document.
7. The on-line estimated shipping cost shown on the order may be adjusted to reflect the actual charge if any.

Fees & Payments:

1. Only credit card payment via VISA, Master, or Discover is acceptable for drop-ship orders.
2. In addition to the item costs, the drop-ship service fee of US\$4.95 or 3% of the item cost whichever is greater will be additional fee to the merchant, will be billed after the order is received and charged to Merchant's credit card on file.
3. If the credit card declines due to insufficient fund, a notice for the declined transaction will be sent via e-mail. Drop-shipper will not be responsible for any delay due to the declined transaction. If expedited delivery is necessary due to the decline, Merchant will be responsible for additional shipping fee via express delivery.
4. If Merchant cancels the order(s) due to the non-sufficient fund, a restocking fee of 15% or \$10.00 whichever is greater will be charged and collected.
5. Merchant is responsible for fee of US\$15.00 address correction, shipment re-route, or interception, plus the freights for re-route, or return.

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6. If Merchant cancels the use of credit card on file in order to avoid any dues without prior notice to Drop-shipper, Drop-shipper reserves the right to collect the unpaid fees, plus 1.5% interest per month, and any collection agent fees or attorney fees relevant to the this collection.

Shipments:

1. Drop-shipper only ships orders to U.S. continental, U.S. territories, and Canada. Orders shipped to Alaska, Hawaii, Virgin Islands, Gum, and Puerto Rico only ship via UPS Next Day, 2nd Day Air, or USPS priority mail.
2. Orders shipped via UPS Ground delivery are based on UPS residential rates from Drop-shipper address. The Next Day, 2nd Day, and 3 Day shipping is available upon request at the upgraded cost. Freight charges are subject to carrier's dimension weight and oversize regulations.
3. Orders shipped to PO/APO Box addresses will be shipped via applicable US Postal Service delivery options with delivery confirmation, the fee of \$3.00 per order for dropping packages to US Post Office will be additional to the order amount.

Undeliverable, Unclaimed, Refused, and Cancelled orders:

1. The undeliverable, unclaimed, refused orders will be credited after deductions of 20% restocking fee or US\$15.00 whichever is higher, and the freights for return to Drop-Shipper.
2. If the orders are cancelled after delivery, the orders will be credited after deductions of 20% restocking fee or US\$15.00 whichever is higher, plus the interception fees, and the freights for return to Drop-Shipper.
3. The drop-ship service fee, freights & handling fees are non-refundable.

Loss, Damage/Pilferage, mis-shipments, and shortages:

1. Claims for lost shipment, must be reported to Drop-Shipper's Customer Service Department within 3 business days of expected delivery date at CustomerService@FashionWholesaler.com.
2. Damage/pilferage, shortages, mis-shipments, must be reported to Drop-Shipper's Customer Service Department within 3 business days of expected delivery date. The original boxes are to be saved. Some carriers require on-site inspection before product can be returned.
3. If replacement product needs to be re-shipped, the replacement will be billed to Merchant's credit card account when shipped. A credit will be issued for lost, damaged, or mis-shipped product when the refund received from carriers, or the mis-shipped item returned to Drop-shipper is received.

Returns:

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1. Return request needs to be made within 60 business days upon order is delivered to customer.
Please e-mail to RMA@FashionWholesaler.com, including invoice number, item(s), quantities, and return reason. A RMA number will be issued and e-mail to Merchant within 2 business day.
2. Return Merchandise Authorization number (RMA#) is required on the shipping label for product returns, or they would be refused. RMA# is valid for 7 business days from the date issued.
3. Freight on returned merchandise is to be prepaid by Merchant.
4. All non-defective items returned are subject to a 20% restocking fee or US\$15.00, whichever is higher. Merchandise will be credited at original invoiced price less restocking fees. All other service fees, freights, and handling fees are non-refundable.
5. Merchandise must be returned in original seal, or the return would cause refusal. No returns or credit requests accepted after 30 days of ship date.

The terms and conditions above are between the Drop-Shipper and Merchants. The terms and conditions between Merchants and their customers are not applied to this agreement.

Merchant	Drop-Shipper
Company Name:	Company Name: dba FashionWholesaler.com
Name/Title:	Name/Title:
Signature:	Signature:

By signing above, I, _____, on behalf of _____,
agree to the terms and agreements for the offer of Drop-Ship by FashionWholesaler.com.

Date: _____

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