

This Wholesale Agreement is made between you or your company and Innovative Fabricators upon execution and delivery to Innovative Fabricators.

The purpose of the Agreement is to provide a means for you or your company to purchase Innovative Fabricators metal art products at wholesale price levels, and resell them through your own storefront.

GETTING STARTED

To qualify for wholesale purchases, you must be a valid retail business, you must submit your company's federal tax ID number and an executed copy of this Agreement with your order form. This agreement is required for first time orders only. By placing an order with Innovative Fabricators and providing the resale exemption certificate, you are representing that you are the owner, agent or representative of a currently valid retail business and that the transaction being made is a wholesale, tax exempt purchase for resale. All sales are final.

PAYMENTS

All orders shall be pre-paid with a credit card to Innovative Fabricators. Paypal payments are also accepted. Pre-paying by check is an option, however your order will not ship until your check has cleared. Innovative Fabricators will charge your credit card at the time of your order for the entire purchase price of the order, including all shipping and processing charges. Most orders ship within 1 or 2 business days of order. If your order will not be able to be shipped within this time frame you will be notified immediately, at which point you will have the option to back order, partially cancel, or fully cancel the order.

By providing Innovative Fabricators with a purchase order, you are irrevocably authorizing Innovative Fabricators to charge the credit card on your account for the entire purchase price at the time the order is received. Orders may be cancelled, but must be done so before the order has shipped.



NET 30 ACCOUNT

After 180 days all new accounts will be reviewed for a Net 30 option. If approved, all Net 30 orders will require a \$50 minimum order at wholesale price levels. All Net 30 applicants will need to supply credit references. **Note:** Drop ship orders will require full payment up front before the items ship.

RETURNS/EXCHANGES/DEFECTS

Any claim for defective merchandise must be reported to Innovative Fabricators within two business days of delivery. In the event you receive defective merchandise, you must contact Innovative Fabricators in advance and all returns must be approved by Innovative Fabricators in advance. After receiving approval from Innovative Fabricators, an arrangement will be made for you to return the defective merchandise for a full refund or exchange.

At no point will Innovative Fabricators provide a refund or buy back products that your operation has not been able to sell.

DAMAGE CLAIMS

Innovative Fabricators will make every reasonable effort to pack only quality merchandise with carrier approved packing materials. Innovative Fabricators IS NOT responsible for damage or loss in transit. Innovative Fabricators generally does not insure packages with the carrier. If you would like to insure your package(s), contact Innovative Fabricators at the time you place your order, and shipping insurance will be added and your shipping rate will be adjusted accordingly. It is recommended that your company purchases insurance on high value orders, but it's not necessary.

If your shipment is damaged in transit, you agree to contact the carrier and Innovative Fabricators within forty-eight (48) hours of delivery. You also agree to save all packaging materials and product. You further agree not to cancel or contest payment or deduct from any invoice any amount due to Innovative Fabricators as a result of a damage claim. The carrier will conduct an investigation for the damage claim and they and/or Innovative Fabricators will contact you once the investigation is concluded to resolve the issue.



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Upon execution of this Agreement, your company has the right to obtain product photos directly from the store.innovativefab.com website. These photos are to be used only to sell and promote Innovative Fabricators, Inc. metal art products. If the Agreement is ever terminated, the rights to use the product photos are revoked, and the reseller must remove all photos of Innovative Fabricators, Inc. metal art products from its website(s) and print materials.

INTELLECTUAL PROPERTY

Any and all intellectual property right associated with this website including the products, images, designs and content presented herein, and any inventive concepts, know-how, publicity rights, trademarks, trade-dress, trade secrets, copyrights and patents (including any patent-pending items) (collectively "intellectual property") are the sole property of Innovative Fabricators. Except as otherwise expressly authorized by Innovative Fabricators, you may not copy, reproduce, modify, lease, loan, sell, create derivative works from, upload, transmit or distribute the Intellectual Property of this website in any way without the express written consent of Innovative Fabricators.

DEPOSIT/MINIMUMS

In order to solidify your account status as an approved wholesale buyer with Innovative Fabricators, an initial order of \$300 (wholesale value) or more is required. This can also be accomplished by making a deposit if your first order total does not reach the \$300 minimum. The deposit is a credit towards future orders, and is a one time occurrence. Once your minimum of \$300 has been met, no minimums are required thereafter.

ONLINE SALES

Reselling Innovative Fabricators products online is allowed on your company owned websites and third party storefronts. Company websites and online storefronts may be subject to approval by Innovative Fabricators. As a wholesale buyer, you are required to disclose all website domain names on which you plan to resell our products.

ONLINE RESTRICTIONS

Currently Innovative Fabricators sells its metal art products on Amazon.com at retail price levels direct to end customers. At this point, selling on Amazon.com by resellers or wholesale buyers is strictly prohibited.

DROP SHIPPING

Drop shipping services are available for authorized resellers. Total shipping cost to you will vary depending on the size of the shipment and value of the order. To determine total cost, it's best to contact customer service with the details of your order and Innovative Fab will provide you with a total shipping cost. Shipping charges stay very consistent over time. **Drop ship orders will require full payment before the items ship. Net 30 is not available with drop ship orders.**

Shipping fees on drop ship orders start at \$9.50 and go up from there based on order value and content.

SHIPPING COST BREAKDOWN

Rates effective 9/20/2013. Subject to change at any time. Customers will be provided a 30 day notice of rate changes.

SHIPMENTS DIRECT TO WHOLESALE BUYER

Order value (wholesale)	Total shipping cost = A + B	
	Carrier Rate (A)	Handling (B)
\$1.00 - \$50	X	\$3.00
\$50.01 - \$100	X	\$4.00
\$100.01 - \$150	X	\$5.00
\$150.01 - \$200	X	\$6.00
\$200.01 - \$350	X	\$8.00
\$350.01 +	X	Custom quote

*Orders with a wholesale value over \$350 will be provided a custom shipping quote.

Example: Customer places an order with a wholesale value of \$125. Actual carrier rate is \$17.56. Handling is \$5.00. Total shipping cost to wholesale customer is \$22.56. Actual carrier rate will be noted on your invoice.

Carriers

Provided rates are for USPS Priority Mail and UPS Ground services. Carriers are selected at the time of shipment, and are chosen based on the size and weight of the package(s).

Should you wish to specify your carrier and delivery method please note this in your order. Shipping rates may change if different from standard services.

DROP SHIPMENTS

Shipping fees on drop ship orders start at \$9.50 and go up from there based on order value and content.

EXPEDITED SHIPMENTS

Expedited shipping services are available for most orders. If you require next day or other expedited services, please contact Innovative Fab for a rate quote before placing your order.

LTL AND FREIGHT SHIPMENTS

Less Than Truckload (LTL) and other freight shipments can be arranged for large orders. Innovative Fab partners with reputable carriers for domestic and international deliveries. Receiving palletted goods requires a forklift at the destination point, with adequate space for a semi-truck for unloading. Freight quotes are provided based on the size, weight, and destination of the goods. Please contact customer service if you would like to receive a freight quote.



Wholesale Agreement / Terms and Conditions

SEND A COMPLETED AND SIGNED COPY OF THIS PAGE ONLY TO INNOVATIVE FABRICATORS VIA EMAIL OR FAX.

EMAIL: info@innovativefab.com FAX: 605-886-7304

CUSTOMER SERVICE: 605-886-7717

Company Name: _____ Federal Tax ID#: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ email: _____

Primary Contact: _____ Phone: _____

Company Website: _____ Will you be selling Innovative Fab products on this site? Y N

List any other websites through which your company plans to sell Innovative Fab metal art products:

Locations of physical storefronts through which you plan to sell Innovative Fab products:

- Payment Method:
- Credit Card - Visa, MasterCard, Discover, American Express
 - Check pre-pay (account will be reviewed after 180 days for Net 30 option)
 - Other (please specify): _____

BY SIGNING BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS DESCRIBED HEREIN. THE UNDERSIGNED CERTIFY THAT THE INFORMATION PROVIDED IN THIS AGREEMENT IS TRUE AND CURRENT.

Signature: _____ Title: _____

Print Name: _____ Date: _____

Thank you for your application. We look forward to working with you!