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WWW.FASCINATIONS.COM

## Fascinations® Policies & Reseller Agreement

- The sale and delivery of goods constitute a non-transferable agreement between the customer and Fascinations®. The sale and delivery of goods and/or services does not constitute a partnership or any form of ownership agreement between recipient and Fascinations® hereby grants permission to the purchaser of merchandise to use its product images, trademarks, copyrighted material and other copyrighted material for the sale and promotion of Fascinations® product(s). This permission is non-transferable, non-exclusive and may be revoked at the sole discretion of Fascinations®.
- This agreement shall be governed by the laws of the State of Washington. The sole venue for any disputes or claims arising in, out of or from this agreement shall be limited to King County, Washington State. For international customers, both parties agree to be specifically excluded from the United Nations Convention on Contracts for the International Sale of Goods and defer solely to the laws of the United States.
- Fascinations® products may NOT be sold on Amazon.com unless Fascinations® grants permission.
- MetalEarth®, ICONX®, LEGENDS® or Gift Box Sets® products may not be sold outside of the United States without Fascinations® authorization.
- A tax exemption or state resale certificate must be on file prior to shipping your first order per Washington state law. This does not apply to the following states as they have no sales tax in place: Alaska, Delaware, Montana, New Hampshire and Oregon.
- New customer opening order minimum is \$200.00. Minimum reorder amount is \$150.00
- To maintain a backorder, there must be at least sixteen MetalEarth®, ICONX®, LEGENDS® or Gift Box Sets® models backordered.
- MetalEarth®, ICONX®, LEGENDS® or Gift Box Sets® models must be ordered in increments of fours and Fascinations® products must be ordered in case packs.
- Immediate or ASAP orders may not be canceled by the buyer, once the order has been processed.
- Orders with future ship dates must be canceled in writing at least 15 business days prior to shipment.
- All Fascinations® customers must adhere to our **Minimum Advertised Price (MAP) policy**. MAP Policy Guidelines can be requested via email to [mortimer@fascinations.com](mailto:mortimer@fascinations.com)

**IMPORTANT:** Fascinations® has determined that its interests are best served through the adoption of a **Minimum Advertised Price (MAP) policy**. This MAP policy is designed to (1) protect reseller margins so that desirable pre-sales and post-sales services and infrastructure can be provided by our channel partners (2) support the Fascinations® brand as a premium offering; and (3) avoid destructive intra-brand channel conflict. Sellers who advertise a price lower than the MAP price next to the featured MAP product, in any advertising, will be in violation of this MAP Policy.

### Fascinations® Shipping:

- Freight terms are calculated from Fascinations® warehouse in Seattle, WA. Fascinations® ships via UPS Ground for standard orders, however, Fed Ex and DHL shipping may be requested if a purchase order contains their related freight policy number.
- Freight quotes from consolidators/trucking companies are estimates only. Fascinations® cannot be held responsible for changes in freight costs.
- Scheduled shipment arrival dates are subject to change without notice for reasons beyond our control.

## Fascinations® Policies & Reseller Agreement / Payment and Credit Terms

- Payment terms are Net 30 on approved credit, pre-negotiated or prepaid by Visa, MasterCard, American Express or prepaid check.
- Fascinations® reserves the right to charge a late fee of 1.5% per month (18% per annum) or as allowed by law.
- Checks returned for Non-Sufficient Funds are subject to a \$ 20.00 service charge, in addition to any applicable costs associated with collections.
- Any new orders or existing orders not yet shipped will be placed on hold status for accounts beyond payment terms, until the account is made current.
- Prices are subject to change without notice. Pricing in effect at the time of shipment will apply.
- Any deductions, short-pays, charge-backs, hold-backs or agreed payment delays must be authorized in advance.
- All credits must be used within twenty-four months of the memo date.
- Credit and payment terms are subject to change without prior notice.
- Email credit application form to [bethany@fascinations.com](mailto:bethany@fascinations.com) or Fax to 206-870-3004 Attn: New Accounts
- Fascinations® Return Policy: All sales are final. Merchandise sold as closeout, discontinued or other special purchase conditions may not be returned. All returns or deductions for merchandise (defective or otherwise) must be authorized in advance, by calling 206-870-3000 to obtain a Return Authorization number between the hours of 9:00am to 3:00pm Pacific Time. No deductions or Return Authorizations will be given for accounts that are not current.
- No claims for defective merchandise will be considered beyond 90 days from receipt of goods.
- Shortages must be reported within 10 days from receipt of shipment.
- Returns are allowed for defects due to materials or workmanship. Claims must be made with the appropriate carrier for damage sustained in transit.
- A restocking fee of 15% will be applied to all non-defective returns. Such returned merchandise must be in resalable condition (unopened, non-labeled), and the return must be approved in advance.
- A restocking fee of 25% will be applied to shipment refusals or returns not authorized in advance.

<input type="checkbox"/>	<b><i>Fascinations is NOT accepting New Resellers on the Amazon platform at this time. By checking this box, I understand that my storefront will not be able to sell Fascinations product on Amazon.</i></b>
<b><i>I understand and agree to the above Fascinations® Policies &amp; Reseller Agreement: (Please sign and date below)</i></b>	
<b>SIGNATURE</b> <span style="float: right;"><b>DATE:</b></span>	
<i>Print Name Here:</i>	

<b>COMPANY NAME:</b>	
<b>COMPANY ADDRESS:</b>	
<b>COMPANY PHONE:</b>	<b>EMAIL:</b>
<b>ALL ONLINE STOREFRONT URLs:</b>	

Fascinations® reserves the right to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Violations of the MAP policy shall be determined by Fascinations® at its sole discretion. Intentional and/or repeated failure to abide by this policy may result in Fascinations® refusal to sell product to the related business or buyer. This policy has been unilaterally adopted by Fascinations® and will be uniformly enforced. Fascinations® MAP policy applies to all advertisements of Metal Earth® and ICONX® products and all media including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, internet or similar electronic media, television, radio and public signage. Fascinations® recognizes that many internet sites ship internationally, however Fascinations® reserves the right to prohibit retailers from shipping our products outside the USA. If a retailer ships any Fascinations® products outside the USA, they will be in direct violation of this MAP policy.

### FASCINATIONS® INC. Policies & Reseller Agreement