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WHOLESALE AGREEMENT AND TRADING TERMS

This Agreement ("Agreement") is made effective as of _____, between **Lock Stock & Apparel,** (Seller"), And

_____ ("Buyer").

1. ITEMS PURCHASED. Seller agrees to sell, and Buyer agrees to buy, the products ("Product") in accordance with the terms and conditions of this Agreement:

2. PRODUCT STANDARDS. The Products shall include the items listed in the Lock Stock & Apparel Wholesale Catalogue and Price list.

3. PURCHASE PRICE. Wholesale prices subject to change without notice.

4. ORDERS. The MOQ (Minimum Order Quantity) for each product is outlined below. All prices exclude freight, which will be added on to the end of your order. Orders should be made via email to either lokkstokk@gmail.com Buyer should include the quantity, the names and codes of each Product in their purchase order email as well as any other specific delivery requirements. All codes and prices can be found on the Lock Stock & Apparel Wholesale price List.

MOQ (MINIMUM ORDER QUANTITY)

Lokkup 250mls (LU20) - 24 (1 x box) @ \$13.50 = \$324.00 (Wholesale \$13.50/24 or more - RRP \$36.50 each) Lokkup 50mls (LU50) - 16 (1 x box) @ \$7.00 = \$112.00 (Wholesale \$7.00/16 or more - RRP \$15.00 each)

Lokk Blokk (LB) - 12 (1 x box) @ \$8.00 = \$96.00 (Wholesale \$8.00/12 or more - RRP \$27.50 each) Bloke Blokk (BB) - 12 (1 x box) @ \$8.00 = \$96.00 (Wholesale \$8.00/12 or more - RRP \$27.50 each) Khilla (KH50) - 16 (1 x box) @ \$5.00 = \$ 80.00 (Wholesale \$5.00/16 or more - RRP \$15.00 each) Sample packs (SP) - 9 (1 x box) @ \$ 5.00 = \$45.00 (Wholesale \$5.00/9 or more

Xfoliate (XFL) - 12 (1 x box) @ \$12.00 wholesale = \$144.00 (Wholesale \$12.00/12 or more - RRP \$36.00 each) Dread Bombs (DB10) - 12 (1 x box) @ \$7.00 = \$84.00 (Wholesale \$7.00/12 or more - RRP \$22.00 each)

***(RRP) recommended retail price**

MOQ FOR SMALL PURCHASE ORDERS *The MOQ for small purchase orders is **10 per item**.

Lokkup 250mls (LU20) x 10 (@ \$18.50 each wholesale) - \$185.00 Lokkup 50mls (LU50) x 10 (@ \$9.50 each wholesale) - \$95.00 Lokk Blokk (LB) x 10 (@ \$10.50 each wholesale) - \$ 105.00 Bloke Blokk (BB) x 10 (@ \$10.50 each wholesale) - \$ 105.00 Khilla (KH50) x 10 (@ \$ 7.50 each wholesale) - \$75.00

Sample packs (SP) x 10 (@ \$5.00 each wholesale) - \$50.00 Xfoliate (XFL) x 10 (@ \$15.50 each wholesale) - \$155.00 Dread Bombs (DB10) x 10 (@ \$9.50 each wholesale) - \$95.00

6. PAYMENTS.

When an order is received, an invoice will be immediately sent directly to the buyers nominated email. **All Payments are due before shipment.** Payment shall be made via direct deposit to Lock Stock & Apparel bank account.

ACC name - Lock Stock & Apparel

BSB : 016307 ACC # : 191246774

Or you can use the Credit Card facility, or Stripe facility on the website wholesale page

*Please use your name **AND INVOICE NUMBER** as a reference for any payments. If you do not include an invoice number for any payments, we will attribute the payment to any outstanding invoices you have.

Trading Terms for overdue accounts

6.1 We remind you that our relationship is governed by our trading terms, which are detailed on www.lokkstokkapparel.com Our terms provide that collection and legal costs and interest will be added to overdue accounts . In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

6.2 Adding Interest

Overdue accounts will be subject to interest at the rate of 13% p.a., calculated for the period the account is due until the date it is paid.

6.3

Our full trading terms are detailed on www.lockstockapparel.com and our business relationship with you will be governed by the applicable terms from time to time. As the terms may change, we suggest that you check our website prior to placing further orders.

7. FREIGHT AND DELIVERY.

Lock Stock & Apparel will arrange freight with the cheapest carrier available and delivery times are variable with each individual carrier, most are between 1-8 working days.

(a). Immediate/overnight delivery.

If you require immediate/overnight delivery, please inform Lock Stock & Apparel in your purchase order prior to booking shipping.

(b) Risk of loss

Risk of loss is upon the Buyer once Lock Stock & Apparel has delivered the Product to the carrier. Delivery times are estimates only and Lock Stock & Apparel shall not be liable for delays. Lock Stock & Apparel shall not be responsible for damages from freight or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.

8. WARRANTIES. Seller warrants that the Product shall be free of substantive defects in material and workmanship.

9. LIMITATION OF LIABILITY. In all circumstances Lock Stock & Apparel's maximum liability is limited to the purchase price of the Products sold. Lock Stock & Apparel shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the Products it sells which exceeds this liability limit. In no event shall Lock Stock & Apparel be liable for indirect, incidental or consequential damages or physical injury in connection with the use of Products offered by Lock Stock & Apparel, including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non- use. Lock Stock & Apparel shall not be liable for third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Lock Stock & Apparel is apprised of the possibility of such claims or damages.

10. EXCHANGE. The Buyer, upon receiving possession of the Product, shall have a reasonable opportunity to inspect the Product to determine if the Goods conform to the requirements of this Agreement. If the Buyer, in good faith, determines that all or a portion of the Product are nonconforming, the Buyer may return the Product to the Seller at the Buyer's expense. The Buyer must provide written notice to the Seller of the reason for rejecting the Product. The Seller will have **7 days** from the return of the Product to remedy such defects under the terms of this Agreement.

11. RETURNS.

a. To return any Product, you must contact Lock Stock & Apparel **within 15 days from the date of purchase. Returns received after this period will no longer be eligible for refund.** Refund or credit will be issued in 7 days upon receipt of the returned item.

b. Lock Stock & Apparel will not accept returns without prior authorization.

- c. Buyer should prominently display their name and address on the boxes containing the returned product.
- d. Buyer is solely responsible for shipping any returned Product to Lock Stock & Apparel.
- e. Buyer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Buyer agrees to bear all shipping charges and all risk of loss for the return Product during shipment.
- f. Buyer agrees that all returned Products will be 100% complete, in re-saleable condition, and will include the original packaging material and other accessories provided by the manufacturer. If any component of the returned Product is missing, Lock Stock & Apparel's Return Procedure will be breached and Lock Stock & Apparel will reject the entire return or may choose to impose additional charges against the Buyer for replacement of the missing component.
- g. Lock Stock & Apparel will not refund to Buyer the original shipping charges.

12. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Product in the time and manner provided for in this Agreement.

13. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

14. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement.

15. ASSIGNMENT. Neither party may assign or transfer this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld.

17. ENTIRE CONTRACT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

Lock Stock & Apparel (the Seller), agrees to the terms and conditions set out in the above agreement. Please sign and email back to lokkstokk@gmail.com. Once both Buyer and Seller have signed, Lock Stock & Apparel will send a copy of this Agreement to the Buyers mailing address specified in the Buyers Postal details above.

Nazimova Alla Dada (Director) Date_____

Bonn Harpie (Director) Date_____

(the Buyer) agrees to the terms and conditions set out in the above agreement.

Signature

Date_____