

Sculptress Dealer Agreement

This Dealer Agreement (“Agreement”) is made on _____ (Date) between Sculptress (Delta Molding LLC, DBA Sculptress) with its principal place of business at 1237 East Beamer St, STE G, Woodland, CA 95776, and _____ (Dealer) with its principal place of business at _____ (Dealer Address).

Appointment as Non-Exclusive Dealer: Subject to the terms and conditions of this Agreement and subject to such implementing rules and instructions as Sculptress may issue from time to time, Sculptress hereby appoints Dealer as a non-exclusive dealer for its products.

Obligations of Dealer: Dealer shall: Actively promote the sale and use of Sculptress products; Provide end users with a satisfactory shopping experience and a high level of customer care; Act as a liaison between end users and Sculptress when special questions or concerns arise; Abide by such reasonable rules and instructions as Sculptress may issue from time to time.

Sell To Retail Consumers Only: Dealers may sell Sculptress merchandise only to end consumers. Dealers may not sell Sculptress merchandise in bulk to B2B accounts, to wholesalers, or to other retailers.

Approved Sales Channels: Dealer may sell Sculptress merchandise only at the following approved brick-and-mortar retail stores, and/or approved ecommerce websites:

1. _____
2. _____
3. _____

Dealer may not sell Sculptress merchandise on 3rd party sites (eBay, Amazon, Alibaba, etc.), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), or classified sites (Craigslist.com, Facebook Marketplace, etc.).

Only Sell Sculptress Products in Original Packaging: Dealer may not alter original Sculptress packaging in any way prior to selling Sculptress products. Removing Sculptress products from packaging and reselling them in a different packaging or under a different name is strictly prohibited.

Customer Confusion: Dealer will not advertise, market, display, or demonstrate non-Sculptress products together with Sculptress products in a manner that would create the impression that the non-Sculptress products are made by, endorsed by, or associated with Sculptress.

No Duplication: Dealer shall not reverse engineer, copy, or duplicate Sculptress products. Dealer may not take any action that would allow Sculptress products to be reverse engineered, copied, or duplicated by another party.

Confidentiality: Dealer shall not disclose confidential information to third parties. Confidential

information includes wholesale pricing, trade secrets, business practices, upcoming product specifications, and other information that is not already public knowledge.

Image Release: Sculptress grants Dealer a limited license to use photographs, videos, and other promotional materials (hereinafter “Materials”) which are made available for download on the Dealer Portal website (SculptressFashions.com/Dealer). The Materials may not be used for any purpose unless such use complies with the following terms. Use of the Materials constitutes agreement to these terms.

The Materials may not, under any circumstances, be used: On eBay.com, Amazon.com, or any other third-party sales websites; In connection with any advertisement or promotion that is in violation of Sculptress’ Minimum Advertised Price Policy; In any unlawful manner, including use which defames another person or is obscene, or in any way that denigrates or tarnishes Sculptress, its trademarks, or its products; In any way that suggests an association between Sculptress and any other company.

The Materials may be used: On approved Dealer-owned websites, and advertisements that are associated with those sites; On social media for the purpose of promoting Sculptress products.

Sculptress sales representatives and staff members do not have authority to grant any exceptions to this Policy. Any use beyond the scope of this policy must be approved in writing by Sculptress’s President, or Vice President. Any other purported approval is not valid.

Use of the Materials obligates the user to indemnify, defend, and hold harmless Sculptress against any claims or liability arising from such use. This license is unilaterally revocable by Sculptress at any time and for any reason. If Sculptress gives notice that use of the Materials is inappropriate or unacceptable, such use must immediately cease at the user’s own cost.

By using the Materials, the user consents to injunctive relief to prevent any further breach of these terms or use of the Materials. This release is governed by the laws of the State of California and the prevailing party in any action to enforce its terms shall recover its attorney’s fees and costs. By using the Materials, the user agrees that the state and federal courts located in California have personal jurisdiction over the user for claims arising from or related to such use and waives any right to transfer venue for forum non conveniens or any other reason. Sculptress reserves the right to unilaterally modify the terms of this release at any time and for any reasons.

Minimum Advertised Price Policy:

Sculptress relies on its Dealers to provide a fitting customer experience, and to distinguish its products through excellent advertising, in store displays, web pages, and other promotions. Sculptress understands that dealers cannot achieve these high standards without reasonable profit margins. Accordingly, Sculptress has implemented the following Minimum Advertised Price Policy.

Minimum Advertised Price: Dealers may not advertise prices that are lower than the Minimum Advertised Prices (MAP) that are indicated on the Dealer Portal (SculptressFashions.com/Dealer), with the exception of Approved Sales below. This policy applies to any and all forms of advertising to the general public including, without limitation, print ads, mailings, catalogs, displays, commercials, and websites. It is also a violation of this policy to effectively lower the price below MAP by use of coupons,

rebates, product giveaways, and other advertised discounting methods.

Approved Sales: Sculptress may periodically, at its sole discretion, authorize sales prices. Approved Sales prices will be published on the Dealer Portal.

Violations: Advertisement of products at a price below MAP is a violation of this policy. Sculptress may, in its sole discretion, reduce, suspend, or terminate benefits of this agreement.

Return Policy

Sculptress is committed to the quality and accuracy of each order. Within 30 days of receipt, Sculptress will replace or refund the following merchandise at Sculptress's expense: Merchandise that was delivered damaged; missing or incorrect items; defective merchandise.

Certain items are warranted beyond 30 days. Where applicable, product warranties are specified in the dealer portal.

Sculptress is not obligated to accept returns for any other reason. No claims will be accepted on used goods or on goods damaged after their receipt by the end customer. However, Sculptress may authorize such returns, at its sole discretion, and may charge reasonable restocking fees.

All returns must be authorized in advance. Goods returned without authorization will be returned to Dealer at Dealer's expense. Dealer shall initiate a return authorization in the Dealer Portal. Sculptress will send a Return Authorization Label for qualified returns. Merchandise approved for return must be delivered to Sculptress within 30 days of approval or the return authorization will be voided. Within 30 days of receipt, Sculptress will provide a replacement or refund at its sole discretion.

Drop Shipping: Drop shipping is available within the continental USA only, unless approved by Sculptress and governed by a supplemental Agreement. Dealer shall place dropship orders via the Dealer Portal and Sculptress shall ship dropship orders within 2 business days. Dealer shall provide an accurate shipping address and shall be responsible for problems arising from inaccurate shipping addresses.

Term: The term of this Agreement shall be for a period of one year, commencing on the effective date hereof. This Agreement shall be automatically renewed for successive terms of one year each unless either party shall give the other written notice of non-renewal not less than 60 days prior to the end of the then current term or unless this Agreement is otherwise terminated as provided herein.

General

This Agreement is binding on the parties, their heirs, executors, and administrators, successors and assigns.

If any provision of this Agreement shall be held unenforceable, then the remainder of this Agreement shall not be affected thereby.

No waiver by Sculptress of any default under this Agreement by Dealer shall be deemed a waiver of any prior or subsequent default by Dealer hereunder.

Sculptress reserves the right to modify and/or update this Agreement consistent with the modification and/or updating of all Agreements Company has with other similar dealers, and replace or substitute such modified or updated agreement for this Agreement and such replacement or substitution shall not constitute termination of this Agreement. Failure of Dealer to execute such replacement or substitution agreement within 30 days of it being offered shall constitute automatic termination of this Agreement by Dealer. Otherwise, the previous agreement remains in effect.

This Agreement will be governed by the laws of the State of California.

By signing below you agree to all the above material.

Please Attach the following documents:

Dealer Name _____

Business License

Tax Exempt

Name _____

Title _____

Date _____

Sculptress

Name _____

Title _____

Date _____



SCULPTRESS
Prosthetic Shapewear