

## Retailer Agreement

This Retailer Agreement (the "Agreement") made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between GREEN TEAM ENTERPRISES, aka GREEN TEAM DISTRIBUTION, a Maine corporation ("Seller"), and \_\_\_\_\_ ("Retailer").

### WITNESSETH:

WHEREAS, Seller sells a variety of products (the "Products") on its website ([www.greenteamdistribution.com](http://www.greenteamdistribution.com)) (the "Website") and Retailer would like to purchase some Products from Seller from time to time in order to sell the Products to its own customers;

WHEREAS, the parties agree that the terms of the relationship between Seller and Retailer shall be governed by this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, Seller and Retailer agree as follows:

1. **Shipping.** Seller will ship all Products via UPS or USPS, unless otherwise requested in writing. The shipping costs shall be calculated at the time Retailer's order is placed on the Website, based upon the weight of the Products purchased and the shipping method requested.

2. **Payment Terms.** Retailer may purchase products using Visa, MasterCard, Discover, American Express, or Paypal. Payment is due at the time that the order is placed on the Website. The prices of the Products are shown on the Seller's website, and all prices are subject to change without notice.

3. **Returns/Claims Policy.**

(a) Due to significant discounts, all sales are final and Seller will not accept returns of any Products, except as provided in subsection (c) below.

(b) Refused shipments of Products are subject to a 20% re-stocking fee, which shall be charged to the same account Retailer used to purchase the Products.

(c) If Retailer receives a Product that is defective or incorrect in some way, Retailer shall notify Seller of the specific problem in writing within seven (7) days of receiving such defective or incorrect Product, and Seller will ship a replacement to Retailer and will reimburse Retailer for any costs incurred for return postage of the defective Product.

4. **Termination.** The Agreement may be terminated by either party at any time and for any reason upon the giving of thirty (30) days prior written notice to the other party.

5. **Limitations on Retailer's Sales of the Products.**

(a) The Retailer agrees not to sell the Products to any other third party, wholesaler or reseller that would resell the Products to any party, and not to market or sell the Products through any auction websites using a bidding process, including, without limitation to Ebay.com, Craigslist.com, or through co-op sales.

(b) If the Retailer has an Amazon pro-seller account, he must comply with MSRP pricing. In addition, Green Team retains the right to pre-approve the Green Team account prior to activation, must be provided with the link to the account and will monitor pricing at random to assure compliance. Non-compliance will result in deactivation of the Green Team account. Diaper Dawgs, Wean Green, No Mo Nauseau, Skeeter Skiddaddler, Savi Mom, and Kranky Pantz products may NOT be sold on Amazon per request of the manufacturer.

(c) Any sales of Earth Mama Angel Baby & Wean Green Products by a Retailer via Retailer's website or e-commerce distribution channel shall be made only to customers located within the United States of America. The Retailer shall be solely responsible for complying with all import and export laws and regulations relating to sales and shipments of all other brands outside the United States.

(d) The Retailer agrees to use commercially reasonable efforts to promote the distribution and sale of the Products. To the extent the Retailer desires any marketing materials to sell the Products, such marketing materials shall be exclusively provided by Seller and must be used in a manner that is positive and promotes the distribution and sale of the Products.

(e) Seller reserves the right to stop selling the Products to Retailer if Retailer resells the Products to its customers at a price per unit below Seller's Suggested Retail Price as listed on the Website. Seller may modify or change the Suggested Retail Prices from time to time with written notice to the Retailer. The Retailer acknowledges and agrees that such restrictions on the prices of the Products are reasonable and in the interest of Retailer and Seller for the promotion of the Products and the maintenance of the image and quality of the Products.

(f) The Retailer agrees not to offer the Products for sale via any emails, text messages, instant messages or other electronic messaging where such messages are sent in bulk, indiscriminately or to parties that did not solicit the message (also known as SPAM messages).

(g) The Retailer agrees not to make any statements about Seller to the media, including newspapers, magazines, radio, television, documentaries, interviews, internet sites, online forums, blogs, public speaking, expos, trade shows, or events, unless such statements have been approved in advance in writing by Seller.

(h) The Retailer agrees not to use the Products or otherwise associate the Products with pornography or other sexual acts or contexts.

6. **Notices.** All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the party at the address listed at the end of this Agreement. Either party may change addresses for

purposes of this paragraph by giving the other party notice of the new address in the manner described herein.

7. **Indemnity.** Each party will defend, indemnify, save and hold harmless the other party, its officers, directors, agents, and employees from any and all third-party claims, demands, liabilities, judgments, damages, costs or expenses, including reasonable attorney's fees ("Liabilities"), resulting from the indemnifying party's breach of any material duty, representation, or warranty contained in this Agreement, except there shall be no obligation to indemnify, defend, save and hold harmless where Liabilities result from the gross negligence or knowing and willful misconduct of the other party.

8. **Insurance.** Retailer shall maintain insurance policies covering the risks for which it is obligated to provide indemnification under the immediately preceding paragraph in amounts which are reasonably acceptable to Seller. If requested by Seller, Retailer shall provide Seller with certificates of insurance evidencing that the insurance coverage required to be continually maintained in force is in force.

9. **Miscellaneous.** This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

10. **Taxes/Expenses.** Retailer agrees to pay all taxes, including but not limited to use taxes, and all other expenses owed in connection with the sale of the Products to its customers. Retailer warrants that all Products purchased from Seller are for resale purposes and not for personal use.

11. **Relationship of Parties.** The parties do not intend to enter into a joint venture, and the parties agree that Retailer is not an agent or affiliate of Seller.

12. **Warranties/Damages.** Seller makes no warranties, either express or implied, with respect to the design, manufacture, quality, or merchantability of the Products, or the fitness of the Products for a particular purpose. Seller shall not be liable for any direct, indirect, punitive, special, incidental, or consequential damages, including without limitation, lost revenues or lost profits arising out of, or in any way connected with, Retailer's use of the Products.

13. **Agreement.** The parties agree to be bound by all of the terms and conditions set forth herein.

**RETAILER:**

Name of Retailer (please print): \_\_\_\_\_

Store URL (if applicable): \_\_\_\_\_

Amazon URL (if applicable): \_\_\_\_\_

Facebook URL \_\_\_\_\_

Twitter URL \_\_\_\_\_

Pinterest URL \_\_\_\_\_

Blog URL \_\_\_\_\_

**Authorized Signature:** X \_\_\_\_\_

Printed signature: \_\_\_\_\_

Title of authorized signer: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

PLEASE RETURN A SIGNED COPY OF THIS AGREEMENT and A COPY OF RETAILER'S **RESALE CERTIFICATE**  
**TO:**

**SIGNED AGREEMENT MUST BE RECEIVED BEFORE INITIAL ORDER IS PLACED**

**SELLER:**

Green Team Enterprises  
260 Christian Ridge Rd  
South Paris, ME 04281

\_\_\_\_\_  
Authorized By (Green Team Enterprises authorized signer) Date