



TC Bauer Co.

DROP-SHIPING CONTRACT

STATEMENT OF GENERAL TERMS & CONDITIONS

Please print and fax back or mail a copy of this contract to us in addition to proof of the following:

- Company Fed Tax ID
- Reseller I.D.

This Wholesale Agreement (hereinafter, the "Agreement"), effective as of

_____ is made and entered into by and between TC Bauer Co.

(hereinafter "TC Bauer Co."), and _____ (hereinafter, "Merchant").

Merchant wishes to sell and promote the products offered by TC Bauer Co. on their web site located at <http://www.esutras.com> and is willing to give all sales and or orders resulting from the previously mentioned products solely to TC Bauer Co. without question or reservation.

T.C. Bauer Co. / eSutras Organics

Phone: 773-583-4850 Fax: 773-583-4852 Email: cs@esutras.com/ help@esutras.com



TC Bauer Co. and the Merchant agree to the following:

1.

Definitions

- Net Sales: Gross revenue resulting from any and all products found within the TC Bauer Co. product listless shipping, handling and all applicable sales taxes and returns.
- Products: Includes all goods and material bought, consigned or obtained as the case be, from T.C. Bauer Company, under all brands and labels, including eSutras brand and label and the collection of photos containing copy written pictures and material TC Bauer Co. has supplied to the Merchant.
- Sales: Any and all sales resulting from the aforementioned products including but not limited to orders received via web site, email, fax, phone, in store or verbally.

2. Terms

A.

Agreement Terms: Merchant and TC Bauer Co. agree that the term of the Agreement shall commence on its above written effective date and shall continue for a period of 6 months, and for as long thereafter as it is mutually agreed between Merchant and TC Bauer Co.

Cancellation: If Merchant or TC Bauer Co. are not satisfied with the program defined by this agreement, and the results thereof, either party may terminate this agreement by providing thirty (30) days written notice to the other aforementioned party.

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B.

TC Bauer Co. Role: TC Bauer Co. will provide product fulfillment for all sales obtained by Merchant in regards to any images supplied by TC Bauer Co. TC Bauer Co. is not involved in the actual transaction between the Merchant and buyer. TC Bauer Co. is not the agent of either the Merchant or buyer. TC Bauer Co. retains all rights to all images and material provided and retains the right to prohibit the use of any and all images and material provided. Merchant may not use any of the images contained within the provided photos for any other purpose other than to gain sales, which will be given to TC Bauer Co. Merchant may not use any image provided in any other medium than the specified website or store without prior written consent of TC Bauer Co.

C.

Merchant: Merchant agrees not to alter, change or add to content of any product from TC Bauer Co., under its brands, including, eSutras, Epicurean Brews, Spa Passions, Curried Cocoa, Vegan Chocolate or Spice Medicine. Furthermore, Merchant agrees not to alter, change or mis-brand any and all items bought pre-packaged for retail from TC Bauer Co., under its brands, including, eSutras, Epicurean Brews, Spa Passions, Curried Cocoa, Vegan Chocolate or Spice Medicine. Merchant may incorporate their own name on any bulk item (sold in sizes of 1 lb, 1 Gal or more) purchased and re-packaged by themselves.

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D.

Billing: All transactions between Merchant and TC Bauer Co., will be done via

The Merchant's exclusive account activated by TC Bauer Co. and as set up by the Merchant or T.C.

Bauer Co. on T.C Bauer Co., Website – www.buywellness.com. Merchant will pay all amounts due

using the following credit card: MC Visa Am Express Discover

Credit Card Number: _____

Expiration Date:* _____

*Leaving this blank will result in your application approval being denied.

TC Bauer Co. will charge the total amount due at the time of the order. Decline of any supplied credit card will result in the removal of the Merchant from the TC Bauer Co.

Wholesale/drop ship Program. T.C. Bauer Co. will use the Merchant credit card on file to collect payment for any additional fees incurred surrounding order cancellations.

Cancellations are acceptable only within 24 hours and only if your order has not already been shipped. A \$5.00 cancellation fee will be charged to your account.

E.

Prices & Purchase of Goods for Resale: Merchant agrees to buy goods at drop-ship prices offered by TC Bauer Co. Merchant understands that they have sole jurisdiction over sale prices of goods, once bought from TC Bauer Co. TC Bauer Co, does not control sale price of goods both under the company brand names or privately labeled goods obtained from TC Bauer Co.

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F.

Minimum Order Requirements & Inventory: Currently we require no minimum purchase for drop-shipping orders. Inventory is deemed to be in stock if it is visible on our web site. Any products that are not accessible via www.buywellness.com should be considered out of stock. TC Bauer Co. does not guarantee that items will be in stock at any given point in time and therefore Merchant may need to back order products if they are not in stock at the point of time of order date.

G.

Sales and Tax: Merchant agrees that it is the sole responsibility of Merchant to collect, report and remit taxes to the correct tax authority for all business transactions, sales or revenue stemming from the photos. Merchant further agrees that TC Bauer Co. is not obligated to determine whether a sales tax applies and is not responsible to collect, report or remit any tax information arising from any transaction involving the images or photos provided.

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H.

Shipping & Returns: FedEx and USPS are the two methods of shipping from which a Merchant can choose. Orders will be sent out within two business days if order is placed before 12:00 p.m., unless otherwise stated. TC Bauer Co. will provide a 5 day return policy during which a buyer may return any product undamaged (at their own expense) for any reason at all. TC Bauer Co. will also provide a return/refund policy for any damaged or defective product as long as any claims are placed within the agreed upon 5 days of the product being received. TC Bauer Co. will not provide any policy for any claims placed on a product after 5 days of being received. TC Bauer Co. is not responsible for shipping cost involved in returns to Merchant. Merchant will bear cost of shipping due to returns unless the return is due to an error made by TC Bauer Co. TC Bauer Co. is unable to accept returns for

International orders or for any of the following items:

International orders, custom blended orders, or materials that have been mixed or blended together with other ingredients. All essential oils which you had ordered in 4 ounce or larger sizes require calling our returns department for authorization at (773-583 -4850). Please note that due to their highly volatile nature and cost Essential oils, Absolutes and Hydrosols are not covered under this policy. They will have to be returned in one week, unopened in their original containers for full refund.

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I.

Illegal or Fraudulent Activity: TC Bauer Co. products, images and trademarks, may only be used for lawful purposes and in a lawful manner. Merchant agrees to comply with all applicable laws, statutes, and regulations regarding the use of TC Bauer Co. photos and information. TC Bauer Co. may report any fraudulent or illegal behavior to the law enforcement officials and TC Bauer Co. will cooperate in any manner to ensure violators are prosecuted to the fullest extent of the law.

J.

Bad address: TC Bauer Co. will charge the merchant any and all fees associated with a bad address provided. If the apartment/ suite number is not included or a bad postal code is provided and re-shipping is required, there will be a re-shipping charge equal to the original shipping charge added to the merchant credit card. There will be a 25% restocking fee for all packages returned to TC Bauer Co. because of a bad address being supplied.

K.

Participation: TC Bauer Co. retains the right to accept or deny any web site requesting participation in our wholesale/drop shipping program based solely on our discretion. We will not accept sites that contain or promote sexually explicit behavior, pornographic material, sexual or racial discrimination, violence, nudity or abuse to children. TC Bauer Co. retains the right to revoke any Merchants participation in the program if they find it in their best interest.

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L.

Use of Photos: Merchant may use the images from www.esutras.com website for the sole purpose of sending all resulting orders to TC Bauer Co. Continued participation in the TC Bauer Co. drop shipping program will be based on all orders resulting from the photos and or descriptions being forwarded to TC Bauer Co. in a timely manner. Use of any and all images and product descriptions provided shall at all times remain to the discretion of TC Bauer Co. TC Bauer Co. shall retain the right to decline the use of any photos by merchant at their discretion. Merchant shall not use TC Bauer Co. affiliation text or images nor banner images.

M.

Text and Descriptions: TC Bauer Co. authorize or permit any web developer, Merchant or customer approved in the wholesale program to copy or use the product text, descriptions, and information found on the TC Bauer Co. web sites. Merchant may not use any of the text and descriptions for any other purpose other than to gain sales and all web sales will be given to TC Bauer Co. Merchant may not use any text and descriptions provided in any other medium than the specified website without prior written consent of TC Bauer Co.

N.

Responsibility: TC Bauer Co. is in no way responsible or liable in any way for your store or websites success, the accuracy, or legality of its content and operation. Further, you have independently evaluated the desirability of participating in our drop-shipping program and are not relying on any representation, guarantee or statement other than set forth in this agreement.

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O.

Fees and Charges: TC Bauer Co. will provide Merchant with a detailed listing of all items shown in the photos along with but not limited to, the price they will be charged for each product, shipping amounts and any and all other charges which may be due in affiliation to each product. TC Bauer Co. will also provide Merchant with the suggested retail price but not does not promise or suggest those prices to be the best price for Merchants web site. Merchant will pay all fees and charges incurred with each product shipped by TC Bauer Co. directly to TC Bauer Co. The price Merchant charges for each product will be left solely to the Merchants discretion. Other than a one-time set up and activation fee of \$300/-TC Bauer Co. does not charge additional fees for this drop ship program.

P.

Right to Modify: TC Bauer Co. retains the right to modify this agreement at any time. Changes will not be retroactive. If any modification is unacceptable to you, your recourse will be termination of your participation in our wholesale program. Continued participation will constitute acceptance of the modifications.

Q.

Sever ability: If any provisions or section of this agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed sever able from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

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VOID IF ALTERED

By signing this contract I am communicating that I understand and agree to all contract terms and conditions.

The Merchant

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Your Mailing Address

Company Name _____ Tax Id# _____

Your Name _____ Reseller ID# _____

Address _____

Phone# _____

Fax # _____

Email Address _____

Year your business commenced _____

Approved by _____

Date _____

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