

**Wholesale/Drop Ship Program Contract  
for Honey's Place, Inc.**

This Drop Ship Program Agreement (hereinafter referred to as this "Agreement"), effective as of \_\_\_\_\_ (date), is made and entered into by and between Honey's Place, Inc., a California corporation with an office located at 640 Glenoaks Boulevard, San Fernando, California 91340 ( hereinafter referred to as "Honey's Place") and \_\_\_\_\_, with an office located at \_\_\_\_\_(hereinafter referred to as "Customer" (sometimes collectively referred to as "Parties" and singularly as "Party").

**WHEREAS**, Customer wishes to sell and promote the Products (defined below) and is willing to give sales and/or orders resulting from such Products to Honey's Place without question or reservation;

**WHEREAS**, in connection with a Drop Ship Transaction (defined below), Honey's Place shall ship the Ordered Product (defined below) directly to the Purchaser (defined below), in accordance with the terms and conditions set forth herein.

**Definitions:**

"Drop Ship Transaction" shall mean a transaction in which a Purchaser purchased one or more Products advertised by the Customer, and upon the placement of such order, Honey's Place shall ship the Ordered Products directly to the Purchaser.

"Ordered Product" shall mean a Product purchased by a Purchaser from the Customer.

"Products" shall mean Honey's Place products and/or merchandise advertised for sale by Customer.

"Purchaser" shall mean the third party that purchased a Product from Customer.

**Honey's Place and Customer agree to the following:**

This Agreement relates solely to a Drop Ship Transaction, and in connection with the foregoing, the Customer agrees that it shall be solely responsible for, and shall use its best efforts to confirm: (i) that all Ordered Products may be lawfully sold in the jurisdiction(s) to which such Ordered Products are being shipped to by Honey's Place (i.e. such Ordered Product is not prohibited from being sold in such jurisdiction under any federal, state, county or local law, rule, or regulations); and (ii) that all Purchasers are at least eighteen (18) years of age or otherwise of lawful age in said jurisdiction to purchase the applicable Ordered Products.

**Orders:** Customer appoints Honey's Place as a non-exclusive agent to fulfill and distribute the Ordered Products purchased by a Purchaser. In connection with the foregoing, upon Purchaser ordering any Product from Customer for purchase, Customer may purchase such Ordered Product from Honey's Place on the terms and conditions set forth herein, and at the price established by Honey's Place for Customer to purchase such Ordered Product. Except as otherwise specified herein Honey's Place will handle said product fulfillments in a commercially reasonable manner (within 24 hours Monday through Friday (excluding nationally recognized holidays)). Any Ordered Product that is purchased by a Purchaser on a weekend (i.e. Saturday or Sunday) or holiday shall, except as otherwise set forth herein, be packaged and shipped by Honey's Place to the Purchaser on the following business day. Honey's Place will make every reasonable effort to ship complete Orders submitted to Honey's Place by 2pm on a working business day.

In the event Customer is selling products online, Customer is responsible for updating its inventory and data feeds on to its website or other selling platform. Notwithstanding the foregoing, Honey's Place is released by the Customer from any and all liabilities, claims, causes or actions, or losses arising from out of stock Ordered Products or the failure of Honey's Place to fulfill a sale of an Ordered Product from Customer. In connection with the foregoing, Customer acknowledges and agrees that it shall bear the risk of any loss(es) that arise from its failure to deliver an Ordered Product to a Purchaser due to insufficient inventory maintained by Honey's Place.

**Shipping:** Honey's Place will ship all Ordered Product in a commercially reasonable manner, provided that all Ordered Product will be shipped via Smart Post, UPS, FedEx or United States Postal Service (U.S.P.S) per Customer's instructions. International orders will be shipped using U.S.P.S or FedEx International Economy.

All orders for purchased Product will be packed in a plain nondescript box. Each such order will have a return address label consisting of the Customer's Name and said Customer's shipping address as the return address. In the event of a return by the Purchaser or an undeliverable package, the return is returned directly to the Customer. If the Customer desires to have any Products returned to Honey's Place instead, Customer will need to notify Honey's Place in writing beforehand. The Honey's Place name will not be placed on any documentation and remain discrete for their end retail customers.

**Billing:** Honey's Place. will bill Customer's credit card on file each day for orders processed. Customer will pay all amounts due to Honey's Place using the credit card on file.

Card Number: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_  
CCV#: \_\_\_\_\_  
Name on Card: \_\_\_\_\_

**Customer shall provide prompt written notice to Honey's Place in the event of a cancellation or temporary "freeze" on the credit card specified above.**

**Note:** Leaving the above information blank will result in Customer's application being denied by Honey's Place, Customer's credit card information must be provided to Honey's Place before this contract can become valid. With respect to all Ordered Product, Honey's Place will charge the total amount due from Customer on such Ordered Product, plus any applicable shipping charges on a daily basis. **Customer expressly acknowledges and agrees that its credit card may be charged by Honey's Place as set forth above.** Decline of any supplied credit card may result in the removal of the Customer from Honey's Place wholesale / drop ship program.

**Fees and Charges:** All Ordered Product shall be shipped by Honey's Place to Purchaser as FOB Honey's Place warehouse. Customer will pay all fees and charges incurred with each Ordered Product shipped by Honey's Place to a Purchaser, and acknowledges and agrees that Honey's Place is not responsible for shipping cost of any Ordered Product.

In consideration of the rights granted and services performed hereunder by Honey's Place, with respect to each order of an Ordered Product purchased by a Customer in connection with a Drop Ship Transaction, Customer shall pay to Honey's Place a drop ship fee (hereinafter referred to as the "Drop Ship Fee") for each order shipped at \$2.50.

**Incorrect Address:** Honey's Place will charge Customer any and all fees associated with an incorrect address provided with respect to an Ordered Product. If Honey's Place is required to re-ship an Ordered Product due to the failure of the Customer to provide an accurate address for the Purchaser, Honey's Place may, in its sole discretion, charge the Customer a re-shipping charge of \$5.00 per package charged to the Customer's credit card. Customer is responsible for any additional shipping charges to reship Ordered Product to a corrected address. Alternatively, if the package cannot be reshipped, Honey's Place may, in its sole discretion, charge the Customer a fifteen percent (15%) restocking fee for all packages returned to Honey's Place resulting from a wrong address being supplied by Customer.

**Backorders:** With respect to Ordered Product, Honey's Place will make a reasonable effort to maintain adequate stock and have updated stock information available to Customers; provided, however, Honey's Place assumes no responsibility for stock shortages or manufacturing delays. If a Product is out of stock or backordered, Customer will be notified immediately and given the following options:

1. Honey's Place will ship out the Ordered Product in the order that it is available and then ship the remaining Product(s) that is backordered as soon as it is received by Honey's Place. Note: Additional shipping charges will be the responsibility of Customer.
2. Honey's Place will make every reasonable effort to substitute the Ordered Product that is out of stock with a similar Product that is currently in stock and available for shipment. Honey's Place will provide Customer with suggestions of product available for substitution. Any dissatisfaction by the Purchaser is the sole responsibility of Customer. Customer shall be responsible for the actual cost of the substituted Product; including the cost difference between the out of stock

Product and the substituted Product. If the Purchaser is unhappy with the substituted Product and wishes to return it, Honey's Place will credit Customer for the return of the substituted Product, but only if the product is unopened and in a shelf restockable condition. Shipping and processing fees are not refundable.

3. Hold the entire order of the Ordered Product until it is available.
4. Cancel the order.

**Sales and Tax:** In connection with a Drop Ship Transaction, it is the sole responsibility of Customer to collect, report and remit all taxes including without limitation, sales, use, transfer, value added, gross receipts, excise, transaction privilege, general excise, and other taxes and/or duties assessed, incurred, or required to be collected, paid, or withheld for any reason to the correct taxing authorities for all business transactions, sales or revenue arising from Ordered Product purchased through the Customer and shipped by Honey's Place (at the request of the Customer) to the Purchaser in each applicable jurisdiction. Customer further agrees that Honey's Place has no obligation whatsoever to determine whether a sales tax is due and collectable in connection with a Drop Ship Transaction nor is Honey's Place responsible for collecting, reporting or remitting any tax information arising from any transaction involving the images, photos or product information provided to Customer. To the extent Honey's Place is requested by Customer to ship Ordered Product to a California address, Customer must have a valid California Resale Certificate on file with Honey's Place

**Uniform Return Policy:** A Purchaser may return Ordered Product to Honey's Place within thirty (30) days from the shipping date, less a fifteen percent (15%) restocking fee, provided that such Ordered Product is in its original packaging, with the seal intact. Shipping charges are not refundable. Customer and Purchaser are responsible for all applicable customs, duties, and additional international shipping charges for orders shipped to international addresses (outside of the United States). Customer is responsible for return shipping charges if an order is refused at time of delivery.

If an Ordered Product, upon delivery, is defective (as determined in Honey's Place sole and absolute discretion), Honey's Place will, at its option, either (i) replace the defective Ordered Product with a new Product, where customer is responsible for shipping charges; or (ii) issue a credit to the Customer in the amount of the purchase price of such defective Ordered Product. If replaced, the defective Ordered Product will be replaced with an identical Product. The product may need to be returned to Honey's Place (as determined in Honey's Place sole and absolute discretion) for a credit to be issued or reshipment to be performed.

If an incorrect Ordered Product is sent to the Purchaser by Honey's Place, and such error is due to an error on the part of Honey's Place (as determined in Honey's Place sole and absolute discretion), then Honey's Place will correct the error at its sole cost and expense and issue a credit memo to Customer. The Customer shall return any incorrect Ordered Product to Honey's Place. **Due to health and safety concerns, Honey's Place is unable to accept any return of opened novelty items. There are NO exceptions.**

Any item that is returned after thirty (30) days of the purchase date will not be subject for credit or return.

**Minimum Advertised Price (MAP):** Certain vendors sets a Minimum Advertised Price (MAP) on their products for all online transactions. Customers are requested to advertise these products no lower than the MAP. From time to time, Honey's Place vendors may require Customer to sign and agree to their MAP agreement terms, in which case Honey's Place will provide any required forms to Customer.

**Term of Agreement:** This Agreement shall commence upon the full execution by both parties and continue thereafter until one party gives the other party thirty (30) days prior written notice of its intention to terminate this Agreement. Notwithstanding the foregoing, Customer acknowledges that certain of its obligations, as specified herein, shall survive the termination of this Agreement.

**Data Feeds and API:** Honey's Place provides to its customers as a courtesy full product feeds including images, product data and availability. This information is for the sole purpose of Customer, and cannot be repackaged or resold in any manner, and is considered confidential between Honey's Place and Customer. The Honey's Place API is available for Customer's use to check stock, submit orders and retrieve shipping information concerning orders submitted. Every reasonable effort is made to ensure data is as up to date as possible; it is Customer's responsibility to verify the data in both the product data feeds and API.

**Participation:** Honey's Place retains the right, in its sole discretion, to accept or deny any Customer requesting participation in its Wholesale/Drop Shipping Program.

**Responsibility:** Honey's Place shall in no way be responsible or liable for the operation, maintenance, or availability, of the Customer's website (if Customer is operating a website, or selling Products on an online platform), or the accuracy, or legality of its content and operation. Further, Customer warrants that it has independently evaluated the desirability of participating in Honey's Place Wholesale/Drop Ship Program and is not relying on any representation, guarantee or statement other than what is set forth in this Agreement.

**Indemnification.** Customer shall indemnify and hold Honey's Place, and its officers, directors, shareholders, employees, representatives, agents, and affiliated and related entities (collectively, the "Indemnified Parties"), harmless from and against, any and all actions, suits, claims, proceedings, demands, taxes or any other assessments or judgments brought against any of the Indemnified Parties, and any and all damages, losses and reasonable cost and expenses (including legal fees, accounting fees, interest and/or penalty assessments), that are incurred (and as they incur) by any of the Indemnified Parties, arising in any way from: (i) a breach of this Agreement by the Customer; (ii) the sale of Product to the Purchaser by the Customer; (iii) if applicable, the Customer's website, including use (or inability to use) the website by the Purchaser; or (iv) if applicable, the infringement of any third-party intellectual property right based on any materials, data, or other information displayed at the Customer's website (other than the Products) or other advertising and business materials of

the Customer; (v) the operation of Customer's business; or (vi) the intentional misconduct and negligent acts or omissions of Customer, and its agents or employees.

The indemnity provisions set forth herein shall survive the termination of this Agreement.

**Confidentiality.** Customer agrees that all Confidential Information shall be kept strictly confidential and shall not be disclosed to any third party other than: (i) if authorized by the prior written consent of Honey's Place for each specific instance of disclosure requested; or (ii) disclosure is required by federal, state or local laws, rules, or regulations, provided, Customer shall first notify Honey's Place of the request and a reasonable period of time to object to the disclosure of such information. For purposes of this Agreement, "Confidential Information" shall mean any and all information (including data feeds), technology, or materials that are considered trade secret, confidential and/or proprietary by Honey's Place, such as technical know-how, specifications, designs, processes, supplier information, financial information, merchant relationships, strategic plans, sales and marketing plans, customer information, affiliate relationships, and other aspects of Honey's Place respective business that Customer should reasonably understand to be confidential and proprietary. Confidential Information shall further include the existence of this Agreement between the parties, and the terms and conditions of this Agreement (such terms as negotiated and agreed upon).

The obligations of the Customer with respect to the confidentiality provisions set forth above shall survive the termination of this Agreement.

**Force Majeure.** Honey's Place shall not be liable for failure to perform hereunder if, and to the extent, such failure results from a Force Majeure Event (defined below). Upon occurrence of a Force Majeure Event and to the extent such occurrence interferes with Honey's Place's performance of this Agreement, it shall be excused from performance of its obligations hereunder. "Force Majeure Event" shall mean any act, event or condition (except, in each case, for the payment of money) which is beyond the reasonable control of Honey's Place, which wholly or partially prevents or delays the performance of any of its duties, responsibilities or obligations. The term "Force Majeure" shall include, but not be limited to, an act of God; an act of the public enemy; civil disturbance or unrest; lawsuits; injunctions; lightning; fire, explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics; strike, lock-out, work stoppage or labor dispute (without regard to the reasonableness of any party's demands or any party's ability to satisfy such demands); accident or sabotage; unusually severe weather (including hurricane, earthquake, tornado, landslide or flood); war (whether declared or not); blockades; embargoes; condemnation or other taking by the action of any governmental body on behalf of any public, quasi-governmental or private entity; other governmental action or change in Law; or shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation.

**Attorneys' Fees.** In the event any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that Party may be entitled. This provision shall

be construed as applicable to the entire Agreement except for claims for which the right to attorneys' fees is established by statute.

**Miscellaneous Provisions.**

(a) The provisions of this Agreement are severable and the invalidity or ineffectiveness of any part thereof shall not affect or impair the validity and effectiveness of the remaining parts and provisions of this Agreement.

(b) Customer shall have no right to assign its interest or right in this Agreement without the prior written consent of Honey's Place. Any unauthorized assignment is void in all respects. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties each represent and warrant to one another that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand covered by this Agreement.

(c) Section headings inserted in this Agreement are for convenience only and shall not be deemed to have any legal effect whatsoever in the construction or interpretation of this instrument.

(d) Any notice required or permitted to be given under the terms of this Agreement shall be in writing and shall be deemed to be given as of the date of postmark if sent by United States certified or registered mail, return receipt requested, postage fully prepaid, to the applicable address set forth above, or to such other person or address as either party may designate by written notice to the other party as herein provided.

(e) This Agreement is intended by the parties to be the final, complete and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to its subject matter.

(f) Failure to enforce any provision in this Agreement in a particular instance will not constitute a waiver of or preclude subsequent enforcement of these provisions.

(g) This Agreement and any dispute arising hereunder or in relation to this Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without regard to its conflict of laws rules. This Agreement and all purchases hereunder shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. All disputes between the Parties arising from this Agreement shall be adjudicated within the Superior Court of Los Angeles County, State of California.

(h) The Parties are independent contractors engaged in the operation of their own respective businesses. No Party is a fiduciary, agent, authorized

representative, or employee of another. No Party has authority to enter into contracts or assume any obligation for or on behalf of the other Party or make any warranties or representations for or on behalf of the other Party.

(i) Each person executing this Agreement in a representative capacity warrants that he or she is duly authorized by the person or entity he or she represents to enter into this Agreement on behalf of that person or entity.

(j) This Agreement may be signed in any number of counterparts, each of which (when executed and delivered) shall constitute an original instrument, but all of which together shall constitute one and the same instrument. This Agreement shall become effective and be deemed to have been executed and delivered by both Parties at such time as counterparts shall have been executed and delivered by each of the Parties, regardless of whether each of the Parties has executed the same counterpart. It shall not be necessary when making proof of this Agreement to account for any counterparts other than a sufficient number of counterparts which, when taken together, contain signatures of both parties. A signature by facsimile or other means of electronic transmission shall be valid as an original signature.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have each voluntarily executed this Agreement as of the day indicated below.

**CUSTOMER**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

Honey's Place, Inc., a California corporation

\_\_\_\_\_  
Bonnie Feingold, President

\_\_\_\_\_  
Date