

## Yoga Sandals® Footwear

### Terms and Conditions

Effective immediately, Yoga Sandals® International has implemented the following Minimum Advertised Price Policy (MAP), terms and conditions for all retailers. Failure to comply may result in suspension and/or termination of future shipments. Please read and sign.

**Authorized Dealer Status-** Yoga Sandals® has sole discretion over retail sales distribution of its products and all Yoga Sandals® products must be sold by an authorized dealer for warranty to be valid. The Dealer must sell or offer Yoga Sandals® products only at the location/venue authorized by Yoga Sandals®. Internet sales must be preapproved prior to implementation. Same agreement is in effect for any additional locations of the authorized dealer and subject to the same agreements. *All logos, trademarks, patents, photography and intellectual properties remain the sole property of Yoga Sandals® Intl and any unauthorized usage is strictly prohibited. Prior written consent is required from Yoga Sandals® Intl for use.*

**Resale of Yoga Sandals® Products-** Yoga Sandals® products are not available for resale to an unauthorized or authorized dealer except by written consent from Yoga Sandals® International. Yoga Sandals® products are not available for export except by Yoga Sandals® Intl. Authorized dealer will be held liable for damages incurred by unauthorized sales. Yoga Sandals® will only supply its products to retailers whose location, business practices, appearance and other intangible qualities are consistent with those qualities that Yoga Sandals® Intl desires to promote and that are consistent with Yoga Sandals® Intl's goal of establishing and maintaining a reputation for high quality footwear products. Yoga Sandals® retains the right to refuse to sell its products to any retailer whose business practices are determined by Yoga Sandals® Intl, in its sole and absolute discretion, to be inconsistent with Yoga Sandals® Intl's goal of establishing and maintaining a reputation for high quality footwear products. To this end, Yoga Sandals® Authorized Dealers are not allowed to advertise/sell Yoga Sandals® on any third-party website, including Amazon.com, ebay.com, etc without prior written approval by Yoga Sandals® Intl. Retailers who elect to advertise/sell Yoga Sandals® on any third-party website, including Amazon.com, will be considered in material breach of our agreement and their status as an Authorized Dealer will be terminated

**New Accounts-** New accounts must submit a signed Yoga Sandals® Terms and Conditions application. Orders may be shipped prepaid prior to credit approval. A minimum opening order of \$200 is required to be considered of Authorized Dealer Status.

**MAP-** The MAP for all Yoga Sandals® products is no more than (10%) to (20%) off MSRP not to exceed 2 times per a 12 month period. Each discount offer period is not to exceed (10) days with preapproval by Yoga Sandals®.

**Retail Pricing Policy-** Except as set forth in the above MAP policy no Yoga Sandals® dealer is authorized to advertise or offer a discount on Yoga Sandals® products that is below Manufacturer's Suggested Retail Price (MSRP).

**Billing Terms-** Net 30 or Prepaid (Visa, MC, and AmEx)

**Payment Terms-** Payment terms are effective from the date of the invoice.

**Credit Cards-** If an account or Yoga Sandals® requests a credit card be used instead of terms Yoga Sandals® reserves the right to charge the card on file for any payment due or overdue.

**Past Due Accounts-** Yoga Sandals® reserves the right to hold orders on any account that is past due.

**NSF Checks-** There will be a charge of \$50.00 on any check returned. The check also must be replaced with a cashier's check.

**Backorders-** All out of stock items will be automatically backordered unless requested otherwise and shipped as soon as the product arrives, or will be refunded if no eta is able to be given.

**Standard Shipping Methods-** Standard shipping within contiguous United States is UPS ground service -billed prepaid unless otherwise specified by account.

**Claims & Shortages –** If any discrepancy is found in shipment, claims must be reported within 5 days of receipt or will be considered invalid.

**Cancellations –** Any cancellations must be received prior to ship date.

**Merchandise Defect (MD) Returns-** For a MD return, you must contact Yoga Sandals® Customer Service at (877) 771-8637 to receive a pre-approved RMA #. All potential returns without an RMA# clearly marked on the outside of the packaging will be refused.

**Restocking-** A 15% restocking fee will be assessed for returned merchandise that is not able to be sold in the condition it is returned such as price stickers changed or added, damaged and discontinued items.

**Product Warranty-** Yoga Sandals® guarantees its products against manufacturing defects; abnormal wear will not be covered. Yoga Sandals® reserves the right to inspect products for defects.

Please indicate your understanding of this policy.

Business Name: \_\_\_\_\_ Name : \_\_\_\_\_ Signature: \_\_\_\_\_

EIN (USA) \_\_\_\_\_ Date: \_\_\_\_\_  
Business Number (Canada)