

Revised January 2009

Wholesale/ Drop Ship Contract for Boodles of Baskets

This wholesale/dropship agreement (hereinafter, the "Agreement"), is made and entered into by and between Boodles of Baskets (hereinafter "Boodles of Baskets" and _____ (hereinafter "merchant").

Merchant wishes to sell and promote the products located on giftbasketscanadadropshipping.com, owned by Boodles of Baskets, on the Merchant's website located at http://www._____ and is willing to give all sales and or orders resulting from the previously mentioned products solely to Boodles of Baskets without question or reservation. Boodles of Baskets will, at its discretion, do secret shopper testing. If during these tests, Boodles of Baskets finds any merchant creating duplicates of our designs/images or routing orders generated by our images to another vendor, legal action will be taken.

Boodles of Baskets agrees to the following:

Definitions: "net sales" shall mean gross revenue resulting from any and all products found within the Boodles of Baskets product list, less shipping, handling and all applicable sales taxes and returns. "products" shall mean the collection of photos containing copy written pictures and material Boodles of Baskets has supplied to the Merchant. "Sales" shall mean any and all sales resulting from the aforementioned products including but not limited to orders received via web site, email, fax, phone or verbally.

Term: Merchant and Boodles of Baskets agree that the term of the Agreement shall commence on it's 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 Boodles of Baskets.

Membership fees: Merchant will be charged a \$50 one time set up fee to establish their account once they are approved into the drop ship program. This fee is non-refundable. In addition, merchant will be charged a fee of \$19.50 in any month in which they do not sell \$100.00 in merchandise (merchandise only, not including shipping and valued at wholesale

cost). Membership fees are charged on the 1st of each month, charged to the credit card supplied on the agreement and cover the previous months fees. Fees commence the month following enrollment. A decline of credit card for monthly fees may result in termination of membership if not resolved within 3 business days.

Termination of Agreement: If merchant or Boodles of Baskets 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 via fax or mail (email cancellations will not be accepted). Monthly fees for the month in which cancellation occurs are non-refundable. Membership may only be cancelled once ALL images are removed from the merchant's website. Boodles of Baskets reserves the right to terminate membership at any time with written notice.

Boodles of Baskets' Role: Boodles of Baskets will provide product fulfillment for all sales obtained by Merchant in regards to any images supplied by Boodles of Baskets. Boodles of Baskets is not involved in the actual transaction between the Merchant and buyer. Boodles of Baskets is not the agent of either the Merchant or buyer. Boodles of Baskets retains all rights to all images provided and retains the right to prohibit the use of any and all images 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 Boodles of Baskets. Merchant may not use any images provided in any other medium than the specified website without prior written consent of Boodles of Baskets.

Billing: Boodles of Baskets will charge merchant's credit card for each order received via fax, email or through www.giftbasketscanadadropshipping.com. Merchant will receive an automated receipt via email for orders placed through the website. Merchant will receive a receipt via email or fax for all orders placed via fax or email. Boodles of Baskets reserves the right to amend said invoices if applicable taxes, shipping charges or basket prices are missing. Decline of any supplied credit card may result in the removal of the Merchant from the Boodles of Baskets Wholesale/drop ship Program.

Fees and Charges: Boodles of Baskets 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 gift, shipping amounts and any and all other charges which may be due in affiliation to each gift. Boodles of Baskets will also provide Merchant with the suggested retail price but 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 gift shipped by Boodles of Baskets directly to Boodles of Baskets. What price Merchant charges for each gift will be left solely to the Merchants discretion.

Sales and Tax: Merchant agrees that it is the sole responsibility of Merchant to collect, report and remit all taxes to the correct tax authority for all business transactions, sales or revenue stemming from the photos. Merchant further agrees that Boodles of Baskets 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.

Uniform Return policy: Boodles of Baskets will provide a 5 day return policy during which a buyer may return any product undamaged (at their own expense). Boodles of Baskets will also provide a return/refund policy for any damaged or defective gifts as long as any claims are placed within the agreed upon 5 days of the gift being received and can be verified by the carrier. Boodles of Baskets will not provide any policy for any claims placed on a gift after 5 days of being received.

Illegal or Fraudulent Activity: Boodles of Baskets 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 Boodles of Baskets photos and information. Any fraudulent or illegal behavior may be reported by Boodles of Baskets to the law enforcement officials and Boodles of Baskets will cooperate in any manner to ensure violators are prosecuted to the fullest extent of the law.

Bad address: Boodles of Baskets 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 merchants credit card. There will be a 20% restocking fee for all packages returned to Boodles of Baskets because of a bad address being supplied.

Refused Packages: Boodles of Baskets will charge the merchant a 20% restocking fee for all refused packages returned to Boodles of Baskets. Boodles of Baskets will refund the merchant for the wholesale cost of the basket less the 20% restocking fee. (Shipping charges are non-refundable. Excludes any holiday designs)

Participation: Boodles of Baskets 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 which contain or promote sexually explicit behavior, pornographic material, sexual or racial discrimination, violence, nudity or abuse to children. Boodles of Baskets retains the right to revoke any Merchants participation in the program if they find it in their best interest. Any site found copying the text, descriptions or any written information found on the Boodles of Baskets web sites will be removed from the program. Information for the merchant's website can be obtained, once approved into the program, from www.giftbasketscanadadropshipping.com which is owned by Boodles of Baskets for the sole purpose of being included in the Boodles of Baskets drop ship program.

Use of Photos: Merchant may use the images provided for the sole purpose of sending all resulting orders to Boodles of Baskets. Continued participation in the Boodles of Baskets wholesale/drop shipping program will be based on all orders resulting from the photos being forwarded to Boodles of Baskets in a timely manner. Use of any and all images provided shall at all times remain to the discretion of Boodles of Baskets. Boodles of Baskets shall retain the right to decline the use of any photos by merchant at their discretion.

Text and Descriptions: Boodles of Baskets does not authorize or permit any web developer, merchant or customer to copy, reproduce or use in any way the text, descriptions, and information found on the Boodles of Baskets web sites. Copying any information, including but not limited to tables, charts, policies gift descriptions and or any other information found on the Boodles of Baskets websites will be cause for immediate removal from our program.

Responsibility: Boodles of Baskets is in no way responsible or liable in any way for your sites success, the accuracy, or legality of it's content and operation. Further, you have independently evaluated the desirability of participating in our wholesale/drop shipping program and are not relying on any representation, guarantee or statement other than set forth in this agreement.

Right to Modify: Boodles of Baskets 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/drop shipping program. Continued participation will constitute acceptance of the modifications.

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.

VOID IF ALTERED

The Merchant *Please print clearly*

Date: _____

Company Name: _____

Your Name _____

Address _____

City _____

Province/State _____

Postal/Zip Code _____

Phone # _____

FAX # _____

Website _____

Email Address _____

Year your business commenced _____

CREDIT CARD AUTHORIZATION

I _____ authorize Boodles of Baskets to charge the credit card # _____ with the expiration date of _____ as needed for any and all orders I have placed with them. In addition I authorize Boodles of Baskets to charge this same credit card for the monthly membership fees of \$19.50 if I do not sell a total of \$100.00 in merchandise in any given month.

Signature _____

Date _____