



## RESELLER TERMS & CONDITIONS

### ➤ RESELLER PROGRAM

The program intended to align with sports, athletic, golf and fitness-oriented retailers. An approved PlayMakar Reseller intends to distribute the products from a physical location or storefront.

Resellers requesting to sell online are required to submit separate request for approval. [Apply to Become an Online Reseller.](#)

### ➤ RESELLER PRICING

Reseller/Wholesale pricing is available to qualified retailers. Due to the inherent nature of our products and ever fluctuating cost of raw materials and logistics, PlayMakar, Inc. may from time to time adjust reseller pricing. PlayMakar, Inc. assumes no responsibility and shall incur no liability whatsoever if the price changes.

### ➤ MINIMUM ADVERTISED PRICING (MAP)

PlayMakar products may not be sold or advertised on any website for less than the prices listed on PlayMakar.com.

### ➤ TERMS

Opening orders require prepayment with cashier's check, money order or all major credit cards (Visa, MasterCard, American Express & Discover)

Net terms and/or company checks may be accepted with [Approved Credit Application](#). Terms are from the date of invoice. PlayMakar reserves the right to revoke credit terms at any time.

If account goes sixty (60) days past due, credit privileges will be suspended until account has been brought current.

Returned/NSF checks are subject to a \$40.00 service charge.

### ➤ OPENING ORDERS

The minimum wholesale purchase amount is \$250.00 for first orders. All products & pricing are subject to change & availability. Prepayment is required on all opening orders unless credit application has been completed and approved.

### ➤ PAYMENT

We accept all major credit cards (AMEX, M/C, Visa, Discover), cash or checks. All payments will be collected at the time of purchase.

### ➤ SHIPPING & ORDERS

Resellers are responsible for all shipping costs and on any international shipments, Reseller is responsible for all import duties and taxes. If your company has a carrier preference such as UPS or FedEx, please let us know so that we may utilize your preferred vendor. Products will be shipped in the means most cost effective unless you direct us otherwise.

Most orders are fulfilled and shipped the same day if received by 1:00 pm CST.

All orders are subject to acceptance by PlayMakar, Inc. ("PlayMakar"). PlayMakar, Inc. shall not be liable for any damages consequential, special, incidental, or otherwise, for its failure to fill orders or for any error or delay in filling orders.

### ➤ RETURNS & RETURN AUTHORIZATION

All returns require RMA (return material authorization) in advance. Returns are honored on merchandise qualifying under PlayMakar's return policy. Please request RMA # via email at [Reseller@PlayMakar.com](mailto:Reseller@PlayMakar.com) or call customer service at (833) 752-9625.

Upon completion, please sign and submit by fax to (888) 902-5998 or email to [Reseller@PlayMakar.com](mailto:Reseller@PlayMakar.com)



## RESELLER TERMS & CONDITIONS CONT.

We offer a full money-back refund on all new, unused and unopened products in the original unblemished packaging returned and received in our facility within thirty (30) days of PlayMakar's original ship date.

### ➤ E-COMMERCE

E-commerce retailers must be approved for their specific website (s). PlayMakar, Inc. reserves the right to refuse any e-commerce website. [Apply Here](#)

PlayMakar, Inc. maintains exclusive distribution on popular online marketplaces including but not limited to Amazon.com, Amazon.ca and all its affiliates, eBay.com, Newegg.com, Rakuten, Sears.com and Jet.com. Resellers will lose privileges to sell PlayMakar, Inc. if they are in violation of this policy. This is strongly enforced.

### ➤ ORDER CANCELLATIONS & RESTOCKING

Orders will ship within 1-2 business days and because of this turnaround time, the window for canceling orders is very short. If your cancellation request is seen prior to fulfillment of your order we are happy to cancel your order for a full refund, but once the order is shipped, we can no longer cancel it. Cancelled and restocked orders will incur a 15% restocking fee. Also shipping charges are at the expense of the Reseller and cannot be refunded once the product has shipped.

### ➤ TERMS & CONDITIONS

PlayMakar, Inc. reserves the right to make changes to the Terms and Conditions, you are encouraged to periodically review the Terms and Conditions to stay informed.

You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Terms and Conditions to be an active and qualified PlayMakar Reseller.

We encourage you to check periodically at <https://reseller.playmakar.com/reseller-terms-and-conditions/> for updates.

### ➤ CLAIMS & SHORTAGES

Claims for shortages, damages or incorrect merchandise caused by PlayMakar's shipping error must be made within five (5) days upon the receipt of goods.

We will investigate the matter. Please provide photographs whenever possible.

### ➤ LEGAL

All legal and attorney fees required to enforce the policies herein will be the responsibility of the Reseller that is found to be violation of the terms and conditions set forth above.

By submitting this Reseller Application, you agree to be bound to the Terms and Conditions set forth if it is determined that your company is approved for a Reseller Account.

**By signing below, you agree to the above terms and conditions:**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*(Name and Signature of Proprietor, Partner, or Corporate Officer of Company)*

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*(Name and Signature of Proprietor, Partner, or Corporate Officer of Company)*

Upon completion, please sign and submit by fax to (888) 902-5998 or email to [Reseller@PlayMakar.com](mailto:Reseller@PlayMakar.com)



## Prepaid Account Application

Name of Person Completing this Form \_\_\_\_\_ Date \_\_\_\_\_

### BUSINESS INFORMATION:

Company Name \_\_\_\_\_ Year Established \_\_\_\_\_

Business Type: ☐ Partnership ☐ Corporation ☐ Non-profit ☐ Sole Proprietorship

Tax ID \_\_\_\_\_ DUNS # \_\_\_\_\_

Sellers Permit Number \_\_\_\_\_ ☐ Attach Resale Certificate

Email \_\_\_\_\_ Website (s) \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

### BILLING ADDRESS:

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

**SHIPPING ADDRESS:** ☐ Same as Above (If Different, Complete Below)

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

### PRINCIPALS AUTHORIZED FOR BUSINESS TRANSACTIONS:

Purchasing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Buyers: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### PAYMENT METHOD

This agreement shall authorize PlayMakar Inc. to process sales drafts for pre-authorized orders via the following payment methods:

☐ Net 30 Terms (Must complete business credit application)

**Credit Card:** ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Cardholder Name: \_\_\_\_\_

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVC: \_\_\_\_\_

Upon completion, please sign and submit by fax to (888) 902-5998 or email to [Reseller@PlayMakar.com](mailto:Reseller@PlayMakar.com)



## BUSINESS CREDIT APPLICATION

**TERMS: 30 Days from Invoice Date with Approved Credit**

For the purpose of obtaining merchandise from PlayMakar, Inc. the following statements in writing are made knowing that PlayMakar, Inc. is relying upon information provided as true and correct. It is further understood that the information as supplied is confidential and shall be regarded as such. The customer listed below agrees to inform PlayMakar, Inc. of any material change in their financial status.

Name of Person Completing this Form \_\_\_\_\_ Date \_\_\_\_\_

### BUSINESS INFORMATION:

Company Name \_\_\_\_\_ Year Established \_\_\_\_\_

Business Type: ☐ Partnership ☐ Corporation ☐ Non-profit ☐ Sole Proprietorship

Tax ID \_\_\_\_\_ DUNS # \_\_\_\_\_

Sellers Permit Number \_\_\_\_\_ ☐ Attach Resale Certificate

Email \_\_\_\_\_ Website (s) \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

### BILLING ADDRESS:

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

**SHIPPING ADDRESS:** ☐ Same as Above (If Different, Complete Below)

Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_ Country \_\_\_\_\_

### PRINCIPALS AUTHORIZED FOR BUSINESS TRANSACTIONS:

Purchasing Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Buyers: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Upon completion, please sign and submit by fax to (888) 902-5998 or email to [Reseller@PlayMakar.com](mailto:Reseller@PlayMakar.com)



## BUSINESS CREDIT APPLICATION CONT.

### BANK REFERENCE

Bank Name \_\_\_\_\_ Account No \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Tel \_\_\_\_\_

### TRADE REFERENCES

1. Company \_\_\_\_\_ Account No \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_

2. Company \_\_\_\_\_ Account No \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Tel \_\_\_\_\_ Fax \_\_\_\_\_

### COMPANY PRINCIPALS RESPONSIBLE FOR BUSINESS TRANSACTIONS

1. Name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Tel \_\_\_\_\_

2. Name \_\_\_\_\_ Title \_\_\_\_\_

Email \_\_\_\_\_ Tel \_\_\_\_\_



**Confirmation of Information Accuracy and Release of Authority to Verify:**

Applicant understands and agrees to all terms and conditions of this application. I hereby certify that the information listed on this credit application is accurate and correct. The information is for use by PlayMakar Inc., in determining the amount and condition of credit to be extended. I understand that PlayMakar Inc., uses other sources of credit information which it considers necessary in making a determination as to the extension of credit. Further, I hereby authorize the above references listed on this application to release information necessary to assist PlayMakar Inc., in establishing a line of credit.

By signing below, you agree:

Print Name/Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*(Name and Signature of Proprietor, Partner, or Corporate Officer of Company)*

Print Name/Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

*(Name and Signature of Proprietor, Partner, or Corporate Officer of Company)*

**Policy Statement:**

Initial order from new accounts will not be processed unless accompanied by the above requested information. PlayMakar Inc. subscribes and reports to Dun & Bradstreet. Upon applicant's approval: Net 30 Days from Original Date of Invoices.