

Ancient Sunrise® Wholesale Contract

TapDancing Lizard® LLC is the parent company for Ancient Sunrise® Henna for Hair products.

Approval of this completed contract entitles a licensed business to a 25% discount off of all Ancient Sunrise® kit products. Becoming Moonlight® products are not included in this contract. The products available for 25% off are subject to change for any reason, at any time without notification. The minimum purchase to receive a 25% discount is \$500.00 in either one order, or several orders adding up to \$500, minus the shipping charges, as long as there is an approved license on file. TapDancing Lizard® LLC must have a copy of an updated business license at all times for the 25% discount to be active.

This application for Ancient Sunrise® wholesale discount is made the ___ day of _____, 20__ by and between TapDancing Lizard® (“seller”) with its principal place of business at 339 Tallmadge Rd., Kent, Ohio, 44240. Customer service and order desk: 330-673-0600 and fax: 330-968-4962.

(Name of business owner printed) “Buyer”

Primary Phone: _____ Cell: _____

Email: _____ Fax: _____

Doing business as:

With the principal place of business at: (complete address)

Business license number: _____ Exp: _____

City and State: _____

Length of time in business: _____

Please provide a minimum of three professional references

Trade Reference :

Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

Trade Reference :

Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

Trade Reference :

Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

Trade Reference :

Address: _____

City: _____ State: _____ Zip: _____ Phone #: _____

Please fax completed copies of this form and your current business licenses to 330-673-0602 or scan them in and email to wholesale@mehandi.com

We will review your application as soon as we receive it. If approved, we will contact you and assign you an Ancient Sunrise® Wholesale Registration Number. Anytime you call in your order to 330-673-0600, you will need to give your full name and wholesale registration number in order to receive your 25% discount on select products. We offer our best phone support, and lowest shipping rates available!

- 1. Term:** This contract shall begin on the date that it was approved: _____, 20____ and ends when there is no longer a copy of an updated business license on file with TapDancing Lizard® LLC. Completion and approval of this contract entitles a licensed business to a 25% discount on specific items that include retail prices on all Ancient Sunrise® kit products. This must be completed by ordering through the phone at 330-673-0600 or email: wholesale@mehandi.com. If ordered online, there will not be a refund of a 25% discount.

2. **Risk of Loss:** The risk of loss from any casualty to the goods, regardless of the cause will be the responsibility of the buyer once the seller has shipped the goods, FOB Kent, OH.
3. **Acceptance:** Buyer will have the right to inspect the goods upon receipt, and within two (2) business days after delivery. Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and buyer must specify the basis of the claim in detail. Failure of buyer to comply with these conditions will constitute irrevocable acceptance of the goods by buyer.
4. **Payment:** Goods shall be paid for when ordered. Payments may be made with Visa, Mastercard, American Express, Discover, or Paypal. Payments by business check will also be accepted, but shipping will be delayed until the check has cleared.
5. **Warranty:** Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or refund of the purchase and materials. Seller makes no other warranty, express or implied, and none shall be imputed or presumed.
6. **Taxes:** All duties, tariffs, and other governmental charges shall be paid by buyer and are the buyer's responsibility.
7. **Governing Law:** By signing this contract, buyer agrees that these products will not be sold online from any location based in North America. North American resale locations must be brick and mortar only. Violation of this will terminate the contract and could result in legal action.
8. **Cancellation:** Seller may, without liability or notice, delay performance or cancel this contract at seller's discretion.
9. **Indemnification:** Buyer shall indemnify and hold harmless TDL, its employees, consultants, and agents for all proceedings, causes of action, suits, damages, losses, liability, costs, and expenses, including reasonable attorney's fees and costs, whatsoever that may arise, either directly or indirectly, in performing its obligations under the agreement.
10. **Miscellaneous:** This contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to the contract except in writing and signed by both parties. This contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.
11. **Purchasing:** Purchasing may only be done so by any sub-parties added to this contract. Buyer is responsible for payment of all purchases made.

I, _____, (name of buyer) am giving permission to the people listed below to make purchases under my contract. I understand I am responsible for all purchases

**made, including the purchases made by the sub-parties below, and that purchases made for North American businesses are for resale in brick and mortar locations only.
(First and last name of all approved sub-parties)**

TapDancing Lizard® LLC

Date:

Buyer

Date: