

Thank you for your interest in opening a wholesale account with Sunrich!

To get started we'll need to collect a few things from you from you:

- 1) Our resellers information form with some information about your business (page 2).
- 2) A signed copy of our terms and conditions sheet (page 3).
- 3) We will also need a copy of the California Resale Certificate form (page 4),
but only if your business operates in California.
- 4) A copy of your state resale permit.

Please email these completed forms to kala@sunrichtoy.com or fax them to +1-909-287-0658 and we will respond as soon as possible.

Thank you!

Kala Cartmill
US Sales Manager
Sunrich Toys & Hobby

RESELLER'S INFORMATION FORM

Legal Company Name _____

Address _____

City _____ State/Prov _____ Zip Code _____ Country _____

Telephone _____ Fax _____

Email Address _____

Type of Business: Brick & Mortar [] Website [] eBay []

Website /eBay address _____

Resell Permit No. _____ FED I.D. No. _____

Proprietorship [] Partnership [] Corporate []

Name and Title of Principal, Partner, or Corporate Officers:

1. _____ 2. _____

Accounts Payable Contact Purchasing Contact _____

Year(s) in Business _____ Annual Sales Volume _____

BANK REFERENCE

Bank Name _____ Account No. _____

Address _____ Telephone _____

City _____ State/Prov _____ Zip Code _____ Country _____

TRADE REFERENCES

Company 1 _____ Contact _____

Address _____

Telephone _____ Fax _____

Company 2 _____ Contact _____

Address _____

Telephone _____ Fax _____

Signature _____ Print Name _____

Title _____ Date _____

Please attach a copy of your business or retail license.

Terms and Conditions of Sale

All purchases from Sunrich Company LLC, dba Sunrich Toys & Hobby ("Sunrich" or "Seller") are subject to the terms, conditions and provisions stated herein and shall constitute a contract between purchaser and seller. These terms and conditions are applicable whether these Terms and Conditions of Sale are included in a separate invoice at the time of specific purchase. By agreeing to these Terms and Conditions of Sale, you agree and understand that these Terms and Conditions as stated herein will apply to all future sales unless modified in writing and which written modification is executed by Sunrich.

All customers are either cash on delivery (COD) or shall be prepaid unless purchaser has obtained terms from Sunrich. All prepaid orders are subject to clearance of funds. All payments shall be made in U.S. Dollars. All sales are final.

Customers with terms will have their payment due either fifteen (15) or thirty (30) days from ship date for non-COD orders as indicated on the order invoice. Sunrich reserves the right to modify/cancel account terms and/or credit limits at any time.

All orders paid by check **will** receive a 5% cash discount if paid by the due date listed on the invoice. This cash discount does not apply to any purchases of sale and/or promotional items. This cash discount is not available for any past-due invoices. If an invoice is created for check payment and the customer then chooses to pay by credit card, the cash discount becomes void and no longer will apply. Therefore, the invoice will be adjusted accordingly.

COD customers are responsible for all COD fees charged by the shipping company. Such fees are subject to change at any time without notice.

Purchaser shall be considered to be in default upon the occurrence of any of the following: 1) Seller has not received payment within thirty (30) days from the due date of an outstanding invoice; 2) A stop payment is issued on an instrument presented to Seller by purchaser for payment of goods sold; 3) Purchaser's instrument to the Seller for payment for goods sold is returned for non-sufficient funds (Purchaser shall be responsible for all bank charges); 4) Purchaser is declared insolvent; 5) Purchaser declares bankruptcy; 6) Purchaser wrongfully rejects goods; 7) The property of Purchaser is seized or in the possession of a receiver.

In the event of default 1) Seller may withhold all shipments; 2) Seller may apply any prepaid amounts in its possession to goods delivered; 3) Seller may seek recourse in a competent court of law; 4) Seller may seek retraction of goods delivered but not paid for; 5) Seller may seek whatever other remedies are available at equity or at law.

Purchaser shall be liable for all costs of collection on past due accounts and for all costs associated with a default by purchaser including, but not limited to, costs and reasonable attorney's fees incurred, whether suit be brought or not, and any attorney's fees incurred upon any appeal or incurred upon the collection of any judgment. Any invoices for goods not paid within thirty (30) days of the date of the invoice shall be subject to interest at the maximum legal rate.

A \$25.00 return check fee will be assessed on any check returned by the bank insufficient funds, cancellation or for any reason. Replacement payment is due within five (5) business days of notification via money order or cashier's check ONLY.

Back orders for all items, and prices for any item, may be subject to change without notice. Typographical errors, delivery dates, colors, pricing, etc., are all subject to correction or change without notice.

In the event there is a conflict between the terms and conditions shown on an order submitted by the purchaser and the Terms and Conditions outlined herein, these Terms and Conditions of Sale shall be the controlling terms, conditions and provisions by which all transactions between the two (2) parties shall be governed.

Purchaser agrees to protect all intellectual property rights relating to the goods purchased.

All purchase transactions shall be deemed as to have occurred in Chino, San Bernardino County, California. All payments are due in Chino, San Bernardino County, California. Venue for any action taken at law shall be conducted in San Bernardino, California. This contract and all transactions hereunder shall be construed under the laws of the State of California.

Return Policy

Inspection shall be made by the Purchaser at the time and place of delivery. For all shipment of goods in an amount equal to, or less than 200 products in the shipment, Purchaser's failure to give Seller written notice of any claim within 14 days from the time and date of deliver shall constitute an unqualified acceptance of the goods and a waiver by Purchaser of any and all claims with respect thereto. For all shipment of goods in an amount in excess of 200 products in the shipment, Purchaser's failure to give Seller written notice of any claim within 30 days from the time and date of deliver shall constitute an unqualified acceptance of the goods and a waiver by Purchaser of any and all claims with respect thereto. All claims of damaged goods must be made in writing, using a RMA form which will be emailed to you upon notification of the claim. Please contact your account manager within the time period specified above to request the RMA form. This form must be completed accurately for your return to be processed.

Do not return the goods to Sunrich until instructed to do so by Sunrich. Sunrich will determine, at its sole discretion, whether damaged merchandise will need to be returned to Sunrich immediately or if recipient should retain the merchandise until a damage claim has been processed with the shipping company. Any returns to seller that are sent without prior approval will be rejected by the shipping department and returned at Purchaser's expense. Returns are allowed only for manufacturer defects and items damaged during the shipping process (from Seller to Purchaser). If claiming merchandise was damaged during shipping, please retain the original shipping box as it may be required by the shipping company to process the damage claim. If the shipping company denies the claim because the original box is unavailable Sunrich is no longer responsible or liable for any damaged goods.

Sunrich's liability and responsibility relating to any damaged goods is limited to either replacement of the model(s) with the exact same item or an item of equal value upon customer approval, or, if a suitable replacement is not available, providing Purchaser with a credit towards their next purchase equal to the original purchase price less any discounts applied.

Limitation of Liability

Sunrich warrants it has the right to provide the goods sold but otherwise the goods are provided on an "as-is" basis without warranty of any kind, express or implied. Sunrich shall not be liable for any claim arising out of the performance, or non-performance, delay in delivery of or defect in the goods, nor for any special, indirect, economic, or consequential loss or damage howsoever caused in connection with the supply, functioning or use of the goods. Further, Purchaser shall indemnify Sunrich against any liability to third parties arising out of the Purchaser's use or supply of the goods.

I have read the following Terms and Conditions and agree that such Terms and Conditions are applicable to all purchases from Sunrich.

Dated: _____

Company: _____

By: _____

Its: _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER _____

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE _____

PRINTED NAME OF PERSON SIGNING _____ TITLE _____

ADDRESS OF PURCHASER _____

TELEPHONE NUMBER _____ DATE _____

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