

Wholesale Terms and Conditions Agreement

Dear Valued Customer,

Thank you for choosing Apex OutSports Distribution LLC for your retail needs. By providing the required information listed at the end of this document and returning it to us via email, you acknowledge and agree to the following terms and conditions:

1. Purpose

This Agreement establishes the terms and conditions governing the wholesale purchase and sale of products between you (retailer, the purchaser) and Apex OutSports Distribution LLC (us, the wholesaler).

2. Ordering Process

- Submit your order request by completing the provided order sheets (Excel) and emailing them to our sales representatives or order@apexoutsports.com. Alternatively, you may use the Google form embedded in our website at apexoutsports.com
- Upon receiving your order request, we will create an estimate detailing the total sale amount, fees, and other charges for your approval.
- We will proceed to prepare your order(s) upon your approval and send you an invoice before shipping.

3. Wholesale Pricing

Wholesale pricing for products is outlined in the wholesale price list provided by Apex OutSports Distribution LLC. We reserve the right to adjust wholesale pricing at any time.

4. Sampling

No free samples will be offered. However, you have the option to purchase samples without incurring any shipping fees. Should you find the samples unsatisfactory, a full refund will be granted without the need to return them. Without any other agreement, only one item per SKU can be ordered for sampling purposes.

5. Sales Tax Exemption

To qualify for exemption from state sales tax, you are required to provide resale certificates or other tax exemption documentation. By furnishing these documents, you confirm that the goods acquired from us are intended solely for retail purposes.

6. Payment

Payment for wholesale orders must be made in full in the currency specified in the invoice before the order is shipped by Apex OutSports Distribution LLC, unless otherwise agreed upon in writing. You, the purchaser, are responsible for all taxes, customs duties, and shipping costs associated with wholesale orders, unless otherwise agreed upon in writing. We accept domestic wire transfer and ACH payments.

7. Returns

Returns must be made by writing directly to support@apexoutsports.com within 14 days of the delivery date, quoting the invoice number and reasons.

No returns are acceptable without prior approval and delivery instructions from Apex OutSports Distribution LLC.

Returned products must be in unused condition and in their original packaging.

The retailer shall be responsible for all return shipping costs unless the return is due to wholesaler's error. Please email us with details of the product prior to returning it.

8. Warranty

Unless otherwise specified, Apex OutSports Distribution LLC provides an 18-month warranty on all products sold to the purchaser. If any product is found to be defective within 18 months of receipt, the purchaser may contact support@apexoutsports.com to request a replacement. This warranty does not cover damages resulting from misuse, negligence, or unauthorized modifications to the product. Apex OutSports Distribution LLC's liability under this warranty is limited to the replacement of defective products, at our discretion.

Please inspect all shipments immediately upon arrival. Contact us at support@apexoutsports.com within 5 days of receipt of damaged or defective shipments.

Returned merchandise will be replaced with new merchandise.

9. Shipping

Shipping is not included in the cost of goods. Unless otherwise specified, freight will be charged on each invoice at a rate calculated based on weight and volume, with a minimum charge of \$7.99.

10. Delivery Window

Please allow at least 5 -14 days from the time of your order for the completion of items. Larger orders may require more time; please contact us for availability information.

11. Product-Specific Restrictions (Applicable Only to Flextail Products)

In accordance with the regulations set by Flextail Technology (USA) Inc., retailers are required to comply with the following two restrictions:

- **Sales Channels:** Retailers are prohibited from listing any Flextail products on their Amazon online stores.
- **Minimum Advertising Price (MAP) Policy:** Retailers are not allowed to sell Flextail products at a discount exceeding 8% of the Manufacturer's Suggested Retail Price (MSRP) listed on the Flextail price list, unless explicitly authorized by Flextail Technology (USA) Inc. For the most recent price list, please visit www.flextail.com. Should there be any special event discounts, such as site-wide promotions or holiday sales, please contact Flextail Technology (USA) Inc. directly to obtain the necessary authorizations.

Please contact Flextail Technology (USA) Inc. for any additional questions relating to restrictions.

12. Backorders

Out-of-stock goods will be backordered and shown on your invoice.

If back-ordered goods are in stock at the time of your next order, they will be added to your order without duplication.

Outstanding backorders will be shown on each invoice. If you wish to cancel any backorder or not have backorders listed at all, please inform us.

Back Orders under \$300 will be shipped on the same terms as outlined in the shipping section above. Back orders over \$300 will not incur shipping charges.

13. Shipping International Orders

At the moment, Apex OutSports Distribution LLC is unable to fulfill international orders. Our distribution network presently serves the United States and most area of Canada.

Thank you for your cooperation. We look forward to serving you and meeting your wholesale needs.

Sincerely,



Founder & General Manager

Apex OutSports Distribution LLC

Retailer Account Information Form

Please fill in the company and contact information. We will save this information in our system and set up a dealer account for you using information provided below:

Name

Title

Company Name

Email Address (for Invoice)

Shipping Address

Floor/Apt/Suite/Unit #

City

State

Zip

Contact Phone

Comments

Please check the box below before sending it back to us:

By submitting my contact information to Apex OutSports Distribution LLC via email, I acknowledge that I have reviewed and consented to the terms and conditions outlined above.

FLEXTAIL U.S. & CANADA DISTRIBUTOR AUTHORIZATION

We are pleased to grant "Apex OutSports Distribution LLC." the distribution rights for Flextail in the Unites States and Canada. They are hereby authorized to conduct sales and distribution activities within the territory, distributing all FLEXTAILGEAR/FLEXTAIL products under the name of Flextail U.S. & Canada Distributor.

Thank you for your commitment and dedication to representing the Flextail brand.

This certificate is valid from Jan 25th, 2024 to Jan 25th, 2025