DROP SHIP AGREEMENT



***2019 Wholesale /DROP-SHIP Program Agreement for Modes Wireless Inc.***

***2019***

Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Resell Certificate Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State:\_\_\_\_\_\_\_\_\_\_\_\_ZIP:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Office Tel: \_\_\_\_\_\_\_\_\_\_\_\_\_\_Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_Fax:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ # Years in Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

URL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drop Ship Agreement between the above referenced Company, hereinafter "Vendor" and Modes Wireless Inc.

***Orders Processing:***

*1.*A valid State Sales Tax ID and company information must be provided before Vendor’s first purchase.

*2.*Orders must be e-mailed by using Order Template.

*3.*Orders are processed and shipped within 2 business days after confirmation.

*4*. We charge every vendor on: product cost, shipping cost (Based on First Class Mail of USPS Rate) and $0.69 handling fee per order. This will be evaluated every 3 months, 4 times a year. There will be an additional fee of 2.8% based on your total order amount if you choose credit card payment. Above fees are all we charge from vendors, there is no other hidden charge.

*5.*Supplier ships orders to: all 50 States within the U.S., US Virgin Islands, Puerto Rico and APO Address and other countries in the world.

*6*. All orders are shipped via USPS First Class or Priority; under certain circumstances, shipping methods are determined by the weight, size or destination of the order. We can also use the designated courier, according to customer requirements, such as: UPS, FEDEX, DHL etc. Shipping fees are non‐refundable.

***Shipping:***

*1.* Wrong Address: Vendor will be charged any and all fees associated with a wrong address provided. There is a 20% restocking fee for all packages returned to Supplier resulting from a wrong address being provided by Vendor. Vendor will be liable for both-way shipping cost.

*2.* Return or exchange due to Vendor’s website description errors: the Supplier is NOT responsible for typographical errors on Vendor’s website. Vendor will be liable for both-way shipping cost.

*3.* Loss, Damage/Pilferage, mis-shipments, defective products and shortages: Claims for lost shipment, or damage/pilferage, defective products, shortages, must be reported to Supplier’s Claims Department via Email within 3 business days of delivery/expected delivery date. If the item is not received or damaged during transition, Vendor will not be charged for the item unless a re-shipment is requested by Vendor’s written confirmation. Replacement of product will not be billed to Vendor’s account when shipped due to shipping loss, damage or manufacture defects.

***Return & Replacement Policy:***

*1.* Modes offers a Fifteen (15) day replacement policy during which a buyer may return Supplier’s product that was mis-shipped or defective at Modes’s expense. Original shipping and handling fees are not refundable; Modes will be liable for replacement shipping cost.

*2.* Modes will accept any return/refund for Items within fifteen (15) days of the product being shipped. We will issue a full credit refund to your Modes account, but not including original shipping and handling fees. In any case between fifteen (15) to thirty (30) days after receipt of the package, all returned items are subjected to a 20% additional restocking fee. We do not support any return request for items being shipped more than 30 days. Original shipping and handling fees are not refundable; Vendor will be liable for return shipping cost.

*3.* All returns need to be made with Original packaging boxes, enclosed documentation and packing materials.

*4.*Return Merchandise Authorization Number (RMA#) is required on the shipping label for product returns, or any return will be refused. RMA# is valid for 30 days.

*5.* Vendor must ensure that merchandise is returned within 30 days to receive proper credit.

*6.* All freight on returned merchandise to Supplier must be prepaid; we do not bear the return-shipping fee.

*7.* Merchandise will be credited at original invoice price, but not including freight, handling charges, and restocking fees.

***Cancellations:***

Order Cancellation requests must be e‐mailed within 24 hours after the order is placed. If a cancelled order is shipped in error, the Vendor is responsible to contact its customer, and have the shipment returned to Supplier. All Cancellations are subjected to a 20% restocking fee. Both-way shipping and handling fee will be charged to Vendors account. Before credit can be given, proof of cancellation must be provided and the product must be returned.

***MAP (Minimum Advertised Price):***

The Supplier sets a Minimum Advertised Price on all products for all Online Vendors and Dealers. Vendors are expected to advertise Modes Wireless Inc.’s products no lower than the MAP. The Supplier retains the right to refuse selling to any Vendors who have been repetitively violating the Drop-ship agreement.

***Billing & Payment:***

*1.*The Supplier accepts: Credit Card.

*2*. Please note that your account will be billed once your drop-ship order is shipped out.

*3.* Accounts must remain current and within credit limit or shipments may be held.

***Sales and Tax:***

It is the sole responsibility of the Vendor to collect, report, and remit all taxes to the correct tax authorities for all business transactions, sales or revenues stemming from Supplier products. Vendor further agrees that Supplier is not obligated to determine whether a sales tax applies and Supplier is not responsible to collect and report or remit any tax information arising from any transaction involving the images, photos or product information provided to Vendor.

***Illegal or Fraudulent Activity:***

Supplier’s product images and product descriptions may only be used for lawful purposes and in a lawful manner. Vendor agrees to comply with all applicable laws, status, and regulations regarding the use of Supplier photos and information. Any fraudulent or illegal behavior may be reported by Supplier to law enforcement officials. Supplier will fully cooperate in any investigation to ensure violators are prosecuted to the fullest extent of the law.

***Confidential Information:***

During the course of business between Vendor and Supplier, Supplier may provide Vendor with confidential information related to Supplier’s business. Such confidential information may include inventory levels, product features, pricing, anticipated new products, Supplier sales practices and programs. Vendor agrees that the confidential information will be used solely for the purpose of conducting business with Supplier. Vendor must not disclose or distribute any confidential information to any competitor of Supplier, or to any other third party without the express written consent of the Supplier.

All images of products provided by Supplier, including images on Supplier’s website, are exclusive property of Modes Wireless Inc. Vendor may use these images only in connection with the sale of Supplier’s products and only in compliance with any policies or terms stated by the Supplier. No other use or distribution is permitted, and Vendor may not use Supplier’s images in connection with the sale of products from any person or entity other than the Supplier. The Supplier retains the right to terminate Vendor’s permission to use these images at any time and for any reason. Prices and product availability are subjected to change without notice. The Supplier will not be responsible for typographical errors in the catalog. By placing an order, the Vendor accepts all Supplier’s terms and policies set forth in this Sales Drop‐Ship Agreement.

***Participation:***

Supplier retains the right to accept or deny any Vendor/website requesting participation in our Wholesale/Drop Shipping Program based solely on our discretion.

***Responsibility:***

Supplier is NOT responsible or liable for Vendor’s website success, the accuracy, or legality of its content and operation. Furthermore, Vendor has independently evaluated the desirability of participating in Modes Wireless Inc.’s Wholesale/Drop Ship Program and is not relying on any representation, guarantee or statement other than what is set forth in this Agreement.

***Right to Modify:***

The Supplier reserves the right to modify any of the terms of this Sales Drop Ship Agreement with notice to the customer.

*Date:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Name:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Title:* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*In order for your order to process completely, you must print all of the following information clearly and legibly.*

## CREDIT CARD AUTHORIZATION FORM

Dear Customer,

Kuteck INC is a professional factory-direct manufacturer and importer offering mobile phone accessories to thousands of customers in the USA. We require credit card information on file if you choose to remit your payment by credit card. **THERE WILL BE A HANDLING FEE CHARGED FROM YOUR CREDIT CARD FOR EACH TRANSACTION AT THE RATE OF 2.8%.** Form must be completed in full; signed by Credit Card Holder along with **A CLEAR COPY OF THE CREDIT CARD (FRONT AND BACK) AND A CLEAR COPY OF A VALID PROPER PHOTO ID SUCH AS A DRIVER LICENSE OR A PASSPORT AT THE PAGE SHOWING SIGNATURE AND PICTURE**;email to sales@modeswireless.com Thank you for your cooperation.

###### Type of Card: 🞎 VISA 🞎 MASTERCARD 🞎 DISCOVER 🞎 AMERICAN EXPRESS

##### Card Number:

#####

Exp. Date:

CVV2 Code (3 digit number on back of Visa/MC, 4 digits on front of AMEX)

Card Holders Name (as it appears on Credit Card):

(Print)

**CARDHOLDER’S BILLING ADDRESS (Required):**

Street Address:

City: State: Zip Code:

Province: Country:

Billing: Area Code and Telephone No.:

Card Holders Signature: Date:

I certify that the above statements and information are true and correct. I also certify that I am authorizing its use to purchase products from Kuteck Inc. and the total purchases cost will be priced by the United States Currency.

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| Attach Clear Copy of your Credit Card (Frontage) |

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| --- |
| Attach Clear Copy of your Credit Card (Reverse Side) |

|  |
| --- |
| Attach Clear Copy of your Driver’s License or Passport  |