

Soy Works Candle Company, Inc RESELLER AGREEMENT

THIS AGREEMENT is made this day, _____, _____, 20____, by and between Soy Works Candle Company, Inc., a Montana corporation having its principal office at 2427 Cline Road, Billings, Montana, Yellowstone County, 59105 (hereinafter referred to as “SWCC, Inc.”), and _____ (company name), having a principal office or domicile at _____ (physical address) (hereinafter referred to as “Reseller”).

WHEREAS, SWCC, Inc. is in the business of manufacturing, wholesaling and retailing soy candles, spa products and soy wax related products, including but not limited to soy wax potpourri, soy tealights, soy container candles, eye pillows, lip balms, et all.

WHEREAS, “Reseller” is in or desires to be in the business of distributing and promoting soy candles, spa products and/or soy wax related products.

NOW, THEREFORE, in consideration of the mutual premises, covenants, agreements, representations and warranties herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, intending to be bound, agree as follows:

1. Relationship of Parties

The relationship between SWCC, Inc. and “Reseller” during the term of this Agreement will be that of vendor and vendee. SWCC, Inc. has not granted the “Reseller” a franchise, and the relationship of the parties is expressly not that of franchiser and franchisee or employer and employee. “Reseller” is not the agent of or representative of SWCC, Inc. for any purpose whatsoever and is not granted, under this Agreement or otherwise, any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of SWCC, Inc. or to bind SWCC, Inc. in any manner whatsoever. In addition, “Reseller” will not be paid a commission from SWCC, Inc. and “Reseller” will be responsible for all Federal, State and local taxes on all profits made.

2. Grant of Resellership

SWCC, Inc. hereby grants to “Reseller” a non-exclusive right to sell its soy wax and spa products and whatever other products it chooses to make available and the “Reseller” chooses to sell. This non-exclusive right to sell is granted within the boundaries of the United States of America, and “Reseller” hereby accepts the non-exclusive right to buy and resell SWCC, Inc. products and services made available at its sole discretion.

“Reseller” will also be granted the right to purchase and resell SWCC, Inc. Products and Services. See current website for Wholesale / Drop Ship / Retail Price Schedule.

** Wholesale prices are subject to change without notice. It is the sole responsibility of the “Reseller” to keep updated via the appropriate channels of all price changes, policy changes, etc.*

3. **Reseller Responsibilities**

The “Reseller” agrees to:

- a. Provide prompt, professional service to all clients who have purchased SWCC, Inc. products from the “Reseller”.
- b. Comply with all applicable present and future federal, state, county and local laws, ordinances and regulations.
- c. Receive and investigate all complaints from consumers of SWCC, Inc. products that have been sold by the “Reseller”. The “Reseller” hereby agrees to make good faith efforts to resolve all such complaints in a fair and equitable manner and to the client’s satisfaction.

4. **Responsibilities of SWCC, Inc.**

SWCC, Inc. shall:

Sell to the “Reseller” the products listed in the Wholesale/Drop Ship/ Retail sections of our website.

- a. Provide to the “Reseller” new products from time to time at its sole discretion.
- b. Make its best efforts to insure that all its products are of high quality.
- c. Replace any product in an unused condition with physical defects upon return of the defective product to SWCC, Inc..

5. **Price and Payment Terms**

The prices to be paid for the Products by the “Reseller” shall be established by SWCC, Inc.. The “Resellers” price will be the one established at the time of shipment. SWCC, Inc. shall have the right to change any price from time to time. SWCC, Inc. shall have the sole right to change both the retail price of these products and services and the discount offered by posting said information on SWCC, Inc.’s website and/or blog.

In the event products are purchased from SWCC, Inc. and resold, all payments for products will be in advance of the products shipment. All payments shall be by check, credit card or cash with order, unless other arrangements are made prior to shipment.

The “Reseller” is not entitled to any commission paid directly from SWCC, Inc. at any time.

6. **Orders and Refunds**

All orders for the Products shall be subject to acceptance or rejection, in whole or in part, by SWCC, Inc. at Billings, MT, at its sole discretion and as deemed in its best interests. Any order once placed with and accepted by SWCC, Inc., can be canceled only in accordance with SWCC, Inc.’s published refund policy or with SWCC, Inc.’s consent and upon terms that indemnify SWCC, Inc. against loss.

SWCC, Inc. may make refunds to “Resellers” from which SWCC, Inc. has received payment directly at its sole discretion. Note that all items that are made to order, i.e. candles, spa, etc do not qualify for returns. Complete information is on our website.

7. **Indemnification**

Indemnification By SWCC, Inc.

SWCC, Inc. will defend, including reasonable attorney's fees, indemnify and hold "Reseller" harmless from and against any and all claims, losses and liability relating to any claim of copyright infringement.

Indemnification By Reseller

"Reseller" will defend, including reasonable attorney's fees, indemnify and hold SWCC, Inc. harmless from any claims of loss or liability relating to any false or unauthorized representations made or actions undertaken in the sales or promotion of SWCC, Inc. and its products and services by the "Reseller".

8. Assignment

"Reseller" shall not directly or indirectly transfer or assign, not attempt to transfer or assign, this Agreement, or any right or obligation hereunder.

In the event that SWCC, Inc. changes its name this will not be considered as an assignment and this agreement will remain in force.

9. Term and Termination

The term of this Agreement shall be indefinite from the date of execution, subject to annual review by SWCC, Inc.

"Reseller" may terminate this Agreement without cause at any time by giving thirty days advance written notice to SWCC, Inc..

SWCC, Inc. may terminate this Agreement for Cause by giving written notice to "Reseller". Upon notice of termination "Reseller" will immediately cease all sales or promotion of SWCC, Inc.'s products or services. "Cause" is defined as fraudulent or dishonest or unprofessional conduct in "Resellers" representation of SWCC, Inc..

10. Limitation Of Liability

Neither party shall be liable to the other for any incidental or consequential damages, whether in the form of lost profits or otherwise, and whether directly or remotely sustained or caused by any termination, non-renewal or expiration of this Agreement. Termination, non-renewal or expiration of this Agreement shall not operate as a cancellation of any indebtedness owing to one party by the other at the time of such termination.

11. Acknowledgment of SWCC, Inc. Copyrights

The "Reseller" hereby acknowledges and agrees that:

The products, trademarks, copyrights and trade secrets relating to the SWCC, Inc. products shall at all times remain the sole and exclusive property of SWCC, Inc.. It is expressly understood that no license to use these trademarks, copyrights or trade secrets is created hereunder. The "Reseller" may not use the trademarks owned by SWCC, Inc. in any manner including but not limited to; sales and advertising, business, trade or corporate name (i.e. letterhead and business

cards, internet website) unless SWCC, Inc. grants such permission in writing. If SWCC, Inc. sells such articles to “Reseller” it will be construed as consent. However, the use of said articles shall be in strict accordance acceptable business practices. In the event the “Reseller” shall become aware of a violation of SWCC, Inc.’s copyrights or trademarks, “Reseller” agrees to promptly notify SWCC, Inc.. “Reseller” shall not use the trademarks owned by SWCC, Inc. in identifying its own SWCC, Inc. other than to identify itself as an “Authorized Reseller” of SWCC, Inc.’s Products.

12. No Representation Of Results

No representation, claim or warranty has been made by SWCC, Inc., its employees, agents, representatives relating directly or indirectly to the level of income, which the “Reseller” is likely to earn as a result of being awarded the right to be an “Authorized Reseller” for SWCC, Inc.’s products in accordance with the terms described herein. The success of the business venture contemplated to be undertaken by “Reseller” by virtue of this Agreement is speculative and depends to a large extent, upon the ability of the “Reseller” as an independent business person, as well as other factors. SWCC, Inc. does not make any representation or warranty, express or implied, as to the potential success of the business venture contemplated hereby.

13. Miscellaneous

- a. *Notices.* All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed, by certified or registered mail, postage pre-paid, to the parties at the address on the first page of this agreement (or such other addresses that shall be given in writing by any party to the other).
- b. *Modification.* No alterations or variations of the terms and provisions of this Agreement shall be valid unless made in writing and signed by all of the parties hereto or their successors or assigns.
- c. *Final Agreement.* This Agreement contains the final and complete contract of the parties hereto and such Agreement supersedes all prior oral or written promises, undertakings, understandings or negotiations concerning the subject matter of this Agreement. This Agreement shall inure to the benefit and be binding upon SWCC, Inc. and the “Reseller” and their successors and assigns.
- d. *Governing Law.* This Agreement shall be construed and governed by the laws of the State of Montana.
- e. *Exhibits and Schedules.* All exhibits and schedules referred to in this Agreement shall be attached hereto and are incorporated herein by reference.
- f. *Survivability.* All obligations and covenants of the parties under this Agreement, which the parties have expressly agreed to extend beyond the term of this Agreement, shall survive any termination or expiration of this Agreement.
- g. *Severability.* This Agreement shall be deemed severable, and if any portion here of shall be held invalid for any reason, the remainder shall not hereby be invalidated, but shall remain in full force and effect.
- h. *Non-waiver.* Except as otherwise expressly provided in this Agreement, no failure of the parties to exercise any powers given them under this Agreement or to insist upon

strict compliance of any contract obligation and no custom or practice at variance with the terms thereof shall constitute a waiver of the parties rights to demand exact compliance with the terms hereof. If either party hereto has breached any of the provisions of this Agreement, the failure of the other party promptly to give written notice of termination shall not constitute waiver of such party's rights to terminate for such breach or any other breach.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ (date).

Company: _____

Print Name: _____

Title: _____

Signature: _____

Once we receive this contract filled in and signed by the Reseller, SWCC, Inc. will consider it valid and active until revoked and/or terminated by either party. Mail or email is acceptable and binding. The digital form may have a signature by hand or electronic means and must be a pdf document. Mail: SWCC, Inc, 2427 Cline Road, Billings, MT 59105-5118 or email: heather@soyworkscandles.com

SWCC, INC.

Print Name: Heather Gunsch

Title: CEO

Signature: 

Date (completed by CEO upon receipt):