

DROP SHIPPING AGREEMENT

This Drop Shipping Agreement (hereinafter, the “Agreement”), effective as of _____, 202____, is made and entered into by and between -----
--- (hereinafter "Supplier"), and Julient, Inc., (hereinafter, “Retailer”).

Term: Retailer and Supplier agree that the term of the Agreement shall commence on its above written effective date and shall continue for any period of time for as long as it is mutually agreed between Retailer and Wholesaler.

Retailer wishes to sell and promote the products offered by the Supplier on their web site located at: theelegantlyou.com and agrees to give all orders resulting from the advertising Supplier’s products solely to Supplier without question or reservation.

Retailer is responsible for paying agreed prices to the Supplier for all the sales procured based on the Payment Schedule (Addendum-2).

Cancellation

If Retailer or Supplier is not satisfied with the program defined by this agreement, and the results thereof, either party may terminate this agreement by providing a written notice to the other aforementioned party at any time.

Supplier's Role

1. Supplier will provide product fulfillment for all sales obtained by Retailer in regards to any images of products supplied by Supplier.
2. Supplier is not involved in the actual transaction between the Retailer and the Customer.
3. Supplier is not the agent of either the Retailer or the Customer.
4. Supplier retains all rights to all images of products provided and retains the right to prohibit the use of any and all images provided.
5. Supplier will constantly provide updated information to the Retailer regarding his products in terms of availability and design changes in the fashion that’s similar to his own updates on Supplier’s website. This is done so that Retailer was always showing only products truly available for sale and his website wasn’t falling behind in real updates of the Supplier’s inventory.

Retailer's Role

7. Retailer may not use any of the images contained within the provided photos for any other purpose other than to gain sales, which will be given to the Supplier.
8. Retailer may not use any images provided in any other medium than the specified website without prior written consent of Supplier.

Billing

At the end of each business day (or per sale) the Retailer has to notify Supplier about the transaction and forward the funds. Such a notification will be done automatically through the Retailer's website payment system.

Items will not be shipped until the payment is received by Supplier (usually a 24-hour turnaround time). At this time Supplier prefers payment through PayPal.

Fees and Charges

Supplier will provide Retailer with a detailed listing of all items shown in the photos along with, but not limited to, the price they will be charging for each item, shipping amounts and any and all other charges which may be due in affiliation with each item.

Supplier will also provide Retailer with the suggested retail price but does not promise or suggest those prices to be the best price for Retailer's web site.

Retailer will pay all fees and charges incurred with each item shipped by the Supplier directly to the Customer. The price the Retailer charges for each item will be left solely to the Retailer's discretion.

Sales and Tax

Retailer agrees that it is the sole responsibility of Retailer to collect, report, and remit all taxes to the correct tax authority for all business transactions, sales or revenue stemming from the sales of the Supplier's products.

Retailer further agrees that Supplier is not obligated to determine whether a sales tax applies and is not responsible to collect, report, or remit any tax information arising from any transaction involving the images or photos provided.

Return policy

Returns of the products from this Supplier can be accepted after thorough investigation of the product that customer sends to our office in New York. In case of obvious manufacturer defect, the product will be returned to the Supplier for refund or replacement.

No returns or exchanges are made for customized products with specific requests from the retailer.

Return policy for the sold product is set for thirty (30) days from the date of purchase.

Bad address

Supplier will charge the Retailer any and all fees associated with a bad address provided. If the apartment/suite number is not included or a bad postal code is provided and reshipping is required, there will be a re-shipping charge equal to the original shipping charge added to the Retailer's account.

Responsibility

Supplier is responsible for providing this Retailer with Wholesale prices that his own business bases its retail operation. Any violation of this provision will create a one-sided disadvantage and make marketing effort of the disadvantaged Party null.

Supplier is in no way responsible or liable for the success of the Retailer's website, the accuracy, or legality of its content and operation.

Further, the Retailer has independently selected Supplier as his Drop Shipping Partner and is not relying on any representation, guarantee or statement other than set forth in this agreement.

Right to Modify

Supplier retains the right to modify this agreement at any time. Changes will not be retroactive. If any modification is unacceptable to the Retailer, the recourse will be

termination of the Retailer's business with the Supplier's Drop Shipping involvement.

Continued participation will constitute acceptance of the modifications.

Severability

If any provisions or sections of this agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

Arbitration

Sides agree to solve all the arising problems in a friendly manner aiming at not hurting their relationship and come to the amicable end to a dispute.

Should the need arise to solve a problem in court such a court should be a Stockholm International Court.

ADDENDUM 1

Property rights

Supplier is fully responsible for the content he provides Retailer. All images and designs must be solely his and belong to his brand if he has one. Any content infringement cannot be tolerated in this business and Supplier will be held responsible for all ramifications such infringement may entail.

Counterfeit products

Supplier acting in good faith solemnly state that all the products Supplier sends on orders obtained from the Retailer are genuinely his and manufactured at his premises as legitimate products in full accordance with the acting law of his country.

Selling fake products is a crime in EU and USA and finding out such a fact shall lead to immediate termination of the business between Supplier and Retailer.

All the legal action that may follow such a discovery will be sole responsibility of the Supplier.

Shipping costs

Supplier is responsible for correct calculation of the shipping costs including duties prior to quoting prices for his products. It can be in estimated figures and Retailer must agree with these numbers.

Retailer advertises Supplier's products as either free shipping or a paid shipping depending on particular business environment at his end.

Shipping time

Manufacture products might take time and Retailer agrees with the reasonable amount of wait time if the product type warrants it.

Supplier provide and Retailer agree on shipping time for the Supplier's products prior to entering into business together.

If shipping delayed without the reasonable explanation the Supplier shall bear all the financial burden of giving a Customer a discount to pacify him.

Supplier agree that delayed shipping hurts reputation of them both and does his best to avoid delays. Persistent delays lead to the termination of business with Retailer.

Warranties and repairs

If applicable, Supplier's products shall be covered by the same guarantee as they are covered in his country and sold at other outlets.

The guarantee may involve shipping goods back to Supplier for repairs or replacement and Supplier must agree to absorb the costs in full.

ADDENDUM 2

Payment formula and schedule

Supplier guarantees uniformity of his/her company's Wholesale Prices across the Supplier's range of Retailers, including the Supplier's own website and all forms of advertising. Prices must be the same everywhere. Supplier and Retailer agree to call this price level an Ex-Works.

Based on Ex-Works prices Retailer shall multiply them by factor 2,5 and arrive at the true retail price.

Retail prices calculated by this method shall be equal or close to such prices for the same products sold by Supplier at other outlets.

Marketing disadvantage prevention

Specific to online sales, a disadvantage is created when a Supplier uses Wholesale prices for Retailer that are different from his own.

Selling to physical brick & mortar store retailers, Supplier can set prices to accommodate different location where the retailer operates.

Drop shipping sales through eCommerce requires a uniform level of retail prices. All retailers must get their products at the same wholesale prices. Visitor can see an attractive product on The Elegant You but will buy it at the website where he sees a lower retail price. This will result not only in the loss of a sale but also in the loss of the marketing money and labor invested by this Retailer.

To prevent such a disadvantage from happening, both Parties must abide by this Rule: **Wholesale prices must be the same everywhere.**

Payment schedule

If a Retailer operates website that linked to the Supplier live and sends orders to Supplier as they come after the payment has cleared PayPal system.

Retailer provides Supplier monthly with the log depicting history of transactions on Supplier's products for the past 30 days.

In case of the wholesale that require more time for fulfillment the payment shall commence as a fifty percent (50%) pre-payment to initiate order and remaining fifty percent (50%) upon order completion before shipment.

Supplier ships order upon receipt of the whole one hundred percent (100%) of payment and gets reimbursed by Retailer for the shipment costs. The latter expense can also be paid by Retailer by including amount into the final payment if the shipping costs are already known. Both Supplier and Retailer solve the shipping costs problem in a friendly manner as partners, running business together.

Reconciling balance

Both Supplier and Retailer reconcile balance every month after the log with all transactions for 30 days is available and sent to Supplier. Each party has obligation to cover the difference in balance should it occur as soon as possible.

The past due balance for more than 30 days is unacceptable and may lead to legal action.

This Agreement signed on _____ 2023

By *Vladimir Zaichikov* on behalf of Julient, Inc.

New York, NY, USA

And _____

On behalf of _____, srl

(address)

