

1. Governing Provisions. JC Toys Group, Inc. (JCT) agrees to provide products to authorized Dealers only on the following terms and conditions (except as supplemented and/or modified by a written dealer agreement between JCT and Dealer). **JCT's agreement to provide the products is expressly conditioned on Dealer's written assent to all of the terms and conditions set forth below.**

2. Sales. Dealers may sell JCT products **only** from their retail location (upon approval from JCT) or through their own company-generated catalogs or Dealer's own website (the content of which Dealer directly controls). **JCT reserves the right to include or exclude the Dealer's name from the DEALER LISTING made available for the public.**

A. Manufacturers Resale Price. Each Authorized Dealer of JC Toys Group, Inc. is free to establish its own resale prices; however, JCT will review the status of any Authorized Dealer who, after verification by JCT, has advertised, offered, or sold JC Toys Group, Inc. product below its MRP. In order to avoid dumping of product, etc., JCT may, in its own discretion and without assuming any liability, refuse to accept any new orders from Authorized Dealers who have failed to follow MRP guidelines or any other requirements set forth in our General Terms and Agreements

B. Reborn/ Redecorated Doll Provisions. Those authorized dealers involved in the actual process of and/or the resale of supplies for "reborn" dolls must follow the following provisions. Failure to meet these requirements could lead to immediate cancellation of dealership rights and possible legal prosecution by JC Toys Group, Inc.

i. **Products may not be sold as parts.** JC Toys Group, Inc. products are meant for retail sale and should not be sold in any other form.

ii. **All JC Toys Group, Inc. dolls and products are copyright protected.** Any authorized company using these dolls for reborn must make the following claim on all their product literature including but not limited to websites, e-mails, catalog, press releases:

Doll or Dolls used in this product are original JC Toys Group, Inc. copyrighted sculpts protected by law. Any changes made to, or work done on the dolls is neither approved or guaranteed by the original manufacturer.

3. Purchase Orders and Payment Terms. Dealers interested in opening a new account with JCT must submit a completed New Dealer Application and if applicable a Credit Application. The minimum opening order is \$200. There is no minimum requirement for re-orders. Merchandise must be ordered in case pack quantities. Please see JCT's pricelist for case pack quantities. Each order that Dealer makes for the purchase of Products ("Order") shall contain the following information: the item number, description, quantity and prices of the products being ordered; requested delivery dates; shipping instructions; and the address to which JCT's invoice shall be sent. All orders shall be subject to JCT's acceptance. All purchase orders (written or oral) are sold upon payment with Visa, American Express, MasterCard or Discover. For Dealers who are permitted to make purchases on credit, terms shall be net 30 days from the date of invoice. Accounts must be current and within their credit limits for open terms. When an account exceeds its credit limit, it will be necessary to pay down current invoices or request an increase in its credit limit with proper documentation. Orders will be held for past-due balances. JCT reserves the right to change the terms and required method of payment at any time in its discretion, and to charge Dealer an 18% finance charge per annum (1.5% per month) on any past due amounts. JCT reserves the right to charge Dealer's credit card on file for any past due amounts. A \$25.00 processing fee will be charged on all returned checks. Dealer agrees to reimburse JCT for all amounts incurred by JCT in collecting any sums owed by Dealer to JCT, including without limitation, interest and attorneys' fees. In the event a lawsuit is filed, Dealer agrees to jurisdiction and venue in the 11th Judicial Circuit in and for Miami-Dade County, Florida.

4. Return Policy. Inspect all merchandise upon arrival. Although items are carefully packed, sometimes orders are damaged in shipment. To ensure you receive proper credit, please inspect your merchandise upon arrival. Any product that is altered or modified from its original condition shall void all original guarantees for this product. **Returns must be called in to JCT prior to shipping for a Return Authorization Number. All returns without a Return Authorization number sent to our warehouse will be refused. Return claims must be made within 30 days of packing slip. NO EXCEPTIONS.** Please note that if the purchase order is asked to be out of box, JC Toys Group, Inc. will not be held responsible for any damages due to shipment. A 10% restocking fee will be charged for all non-defective merchandise returns. **Please call JCT for more information regarding Satisfaction or Defective Product Return Procedures.**

5. Taxes and Other Costs. Dealer is responsible for shipping charges, any sales, use, excise and other state and local taxes.

6. Delivery. JCT shall select a carrier unless Dealer specifies one. JC Toys Group, Inc. will ship UPS or Fed Ex ground. Upon Dealer's request, JCT will ship next day delivery or second day delivery at an additional charge to Dealer. All orders are shipped F.O.B. warehouse from Miami, Florida. The shipping charge will be included on JCT's invoice. For International orders, all duties, taxes, customs and related expenses are the responsibility of dealer. Items will be shipped when available unless a different ship date is agreed to by JCT. Merchandise damaged during shipping is dealer's responsibility and claims should be directed to the shipping company.

I have read and accept the above terms & conditions _____ Print Your Name _____

Title _____ Store Name _____ Date _____