

NEW ACCOUNT CHECKLIST

Dear Potential Leg Avenue Retailer,

Thank you for your interest in Leg Avenue. We hold your business in high regard and as such, *we carefully screen and approve Wholesale Account requests*. This allows us to grow and create a program that creates the best opportunity to succeed for both our business and yours.

Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete the following forms:

- Completed and signed New Account Application
- Confirmation of Agreement to Policies, Terms & Conditions
- A Copy of Applicant's Business Permit. *We need this to verify corporate legal status and business type. In countries that do not issue permits, other official records showing the type of business are acceptable.*

Once we determine that our interests are mutually beneficial, we'll send you our price list and other applicable information. Please note that this can take a few business days.

We appreciate your interest and look forward to hearing from you soon.

Kind Regards,

Trudy Pijnacker
Managing Director

NEW ACCOUNT APPLICATION

COMPANY DETAILS

Legal Name _____

Trading Name _____

Address _____

Zip code _____

City _____

Country _____

Phone _____

Website/ websites _____

Active on Marketplaces Yes/ no *Marketplaces like amazon, EBay, bol.com etc.*

VAT no. Yes/ no, number: _____

IBAN no. _____

Ship to this address Ship to other address *

* Attach a list of all additional delivery addresses.

SALES CONTACT

Position _____

Email _____

Phone _____

FINANCE CONTACT

Position _____

Email _____ (FOR INVOICING)

Phone _____

Print name _____

**AUTHORIZED
SIGNATURE**

COMPANY TYPE

Internet

Retail

Wholesale

Home party

COMPANY NATURE

Non-erotic

Erotic

PRODUCT INTEREST

Party

Lingerie

Hosiery

Date _____

TERMS AND CONDITIONS

Terms and Conditions of the private company with limited liability Lowland Avenue, also acting under the name Leg Avenue Europe, hereinafter referred to as: “Leg Avenue”, having its registered office in Druten and its place of business in (6604 LG) Wijchen, The Netherlands at the Bijsterhuizen 21-16.

These terms and conditions were filed with the Chamber of Commerce in the Netherlands under number: 55901395.

These Terms and Conditions (hereinafter referred to as: the “Terms and Conditions”) are, with the exclusion of possible other terms and conditions, applicable to all orders with and all offers and agreements of Leg Avenue.

ORDERS

Minimum opening order: € 500,-

Minimum re-order: € 100,-

All orders must be submitted by email, fax or through legavenueeurope.com. We do not accept orders over the phone. All orders must include the barcode or SKUs as they are noted on pricelist.

Back orders will be cancelled unless customer give notice that they will keep backorders.

All changes to open orders must be submitted in writing.

PRICING

All prices are listed in Euros excluding VAT, shipping cost and possible import duties. All prices are subject to change without notice.

E-COMMERCE PRICING POLICY

Customers may not use the Leg Avenue brand name, logo, or marketing- or product images to sell, advertise or otherwise promote Leg Avenue products on the Internet at a Net price that is lower than our set MAP (Minimum advised retail price). Please refer to our price sheet for the MAP. In the event the customer chooses to place the product(s) for a promotion sale at a discount, the customer shall not discount the products more than 15% below MAP and the promotion has to be limited to a maximum of 7 calendar days.

The promotion has to be in the on a company owned IP-address, promotions on third party online shops are prohibited. Between every promotion there has to be at least 21 calendar days. Shipping may not be included in computing the Minimum Advised Retail Price.

If a customer operates outside this e-commerce pricing policy, Leg Avenue will request that the customer cease advertising or promoting products on the Internet in violation of the policy. In addition, Leg Avenue will cease to accept and/or ship orders from said customer. This article is not applicable with products marked with the status “Discontinued”, as noted in the price list.

Customers who shoot their own marketing and images and aren't using the name, logo and marketing- or product images of Leg Avenue are free to determine their own Retail Price.

MARKET PLACES

For strategic reasons, we have made the decision to limit the number of authorized sellers of “Leg Avenue” branded products on Amazon, Ebay and other Marketplaces. Therefore, you are not authorized to sell “Leg Avenue” branded products on Amazon or any other Marketplace. If you wish to sell on Marketplaces, please send a special request to sales@legavenueeurope.com.

IMAGES

All Leg Avenue images, logos and photography are the exclusive property of Leg Avenue and can only be used in connection with the advertisement or sale of authentic Leg Avenue products, obtained from authorized distributors in Europe.

Images from Leg Avenue are available upon request by contacting sales@legavenueeurope.com.

All Leg Avenue images, logos and photography may not be used:

- in any online auctions;
- in connection with all forms of advertising to the general public including, without limitation, print ads,
- mailings, catalogs, displays, commercials, and websites or promotions that are in violation with the minimum advised retail price*;
- in any unlawful manner, including use which defames another person or is obscene, or in any way that denigrates or tarnishes Leg Avenue, its trademarks, or its products;
- in any way that suggests an association between Leg Avenue and any other company; or
- in consumer magazines, outdoor advertising, or television commercials without prior approval of Leg Avenue.

E-COMMERCE INVENTORY POSITION

We require that customers only feature products on their websites that they have in stock, or that is stocked by Leg Avenue. Once the product is out of stock with the customer and Leg Avenue it should be marked as sold out and/or removed from the site.

SHIPPING

All shipments shall be delivered by Leg Avenue ex works or carriage paid, depending on the order value and the country of destination. Customer can find this information on www.legavenueeurope.com/transport. From the moment of shipment the goods shall be at risk of the customer. Leg Avenue shall never be liable for an attributable shortcoming on the part of the carrier.

DROPSHIPPING

Leg Avenue is offering a special dropship program, contact sales@legavenueeurope.com for this program and special terms and conditions.

LEAD TIMES

While we are happy to work with you to get your shipment out by a certain date, our lead times are not guaranteed. Once an order is confirmed, in-stock items usually ship within 48 hours. If timing is critical, please submit your order as early as possible.

CANCELLATION

We reserve the right to cancel an order for any reason, including but not limited to a poor fit with Leg Avenue brand image, failure to pay after repeated attempts to contact customer, and/or proximity to another wholesale account.

PAYMENTS

All orders must be accompanied by pre-payment unless Leg Avenue confirmed other payment terms in writing. If the, pro forma, invoice is not paid within 7 days after dispatch thereof then the order is cancelled. Payments can be made by wire.

LATE PAYMENTS

Payments must be made on or before the due date. Late payments are subject to a 2% monthly finance charge. Leg Avenue reserves the right to submit all unpaid invoices to a collection agency. Customer is responsible for any collection costs or legal fees.

RESERVATION OF TITLE

All goods delivered by Leg Avenue shall remain the property of Leg Avenue until the invoices are paid. Customer is not authorized to pledge or to otherwise encumber the goods delivered under the reservation of title. Customer must always do all that can within reason be expected of the same in order to secure the ownership rights of Leg Avenue.

If third parties impose an attachment on goods delivered under the reservation of title or intend to establish or exercise rights in respect of the same, then customer is held to forthwith inform Leg Avenue accordingly.

If Leg Avenue intends to exercise its ownership rights specified in this article, then customer hereby already grants Leg Avenue and third parties to be appointed by Leg Avenue unconditional and irrevocable permission in advance to enter all the locations where the property of Leg Avenue is located and to take back these goods.

CLAIMS

Leg Avenue stands behind the quality of every item it sells. It will accept returns for items that were delivered damaged or that were not included in a customer's order at no charge, subject to the following conditions. Unless otherwise specified, all claims for discrepancies, shortages, or damages must be made within fourteen (14) days after the item shipped.

Closeout and discontinued items are not subject to return because they are purchased "as is" at a significant discount. Leg Avenue does not guarantee sales and will not accept returns that are not a result of either discrepancies or damage incurred during manufacturing or shipping. No claims will be accepted on hygiene goods, used goods or on goods damaged after their receipt by the customer.

RETURNS

All returns must be authorized in advance. To obtain authorization, contact customer service at sales@legavenueeurope.com. Goods returned without authorization will be shipped back at the customer's expense and will not be credited.

Upon receipt and verification of the return, Leg Avenue will credit the value of the return towards future orders. All items returned to Leg Avenue must arrive in original condition, in their original packaging, with no pricing stickers, holes, or other alterations, or the return will be rejected. Merchandise approved for returns must be delivered to Leg Avenue within 30 days of approval or the return authorization will be voided.

LIABILITY

Leg Avenue accepts statutory obligations concerning compensation to the extent that customer demonstrates and evidences through legally available means that the damages are the result of gross negligence or carelessness on the part of Leg Avenue.

The liability for damages is expressly limited to an amount equal to the invoiced amount in the principal sum, related to the delivered products and/or the supplied services. Any further liability of Leg Avenue for damages, including but not limited to liability for employees and auxiliary persons, on account of any reason whatsoever, is excluded, including all direct and indirect damages like consequential damages or trading losses.

Moreover, customer indemnifies Leg Avenue against any and all claims of third parties in connection with incurred or yet to be incurred damages, such in consideration of the provisions set forth in this article.

MISCELLANEOUS

These Terms and Conditions can be changed by Leg Avenue however these changes do not take effect vis-à-vis customer other than after customer has been informed of these changes.

These Terms and Conditions are divisible. Should a part of these Terms and Conditions appear to be invalid or unenforceable pursuant to Dutch law then only the relevant article (or part thereof) expires without affecting the other articles laid down in the Terms and Conditions.

APPLICABLE LAW AND DISPUTES

Dutch law is exclusively applicable to the agreements between Leg Avenue and the customer. All disputes between Leg Avenue and its customer are brought to the cognizance of the competent court in the district where Leg Avenue holds its place of business.

Version: 01 June 2020

Confirmation of Agreement to Policies, Terms & Conditions

I have reviewed and understand Leg Avenue policies and procedures for payment and shipping as well as all terms and conditions. I authorize Leg Avenue to keep this agreement on file and apply these policies to all future transactions made between Leg Avenue and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print full Name	_____	Title	_____
Company	_____		_____
Signature	_____	Date	_____

Please send by email sales@legavenueeurope.com or fax to +31(0)242403448.

Keep a copy for your own records. Thank You!