

THE THINK STORES, LLC

TERMS OF SALE

These Terms of Sale (“Terms”) govern the sales made by The Think Stores, LLC (“Think Stores”) to purchasers and prospective of its products (“Purchaser” or “Purchasers”) as well as the use of the Website (“Website”) at www.thethinkstores.com. By signing below, Purchasers agree to be bound by the following terms and conditions:

1. Resale Permit. Think Stores only sells its products to retailers and other resellers of its products. Purchasers are required to have a resale permit in order to purchase products from Think Stores. Think Stores will confirm the Purchaser’s eligibility as a reseller prior to confirming an order.

2. Prices. The price of each product sold by Think Stores is stated on the Website. All prices are listed in U.S. dollars. Prices exclude delivery/shipping costs which will be separately added to the amount due. Prices are subject to change without notice. Price changes will not affect any order which has been confirmed by Think Stores.

3. Minimum Advertised Price Policy. In order to maintain the integrity of the Think Stores brand and to support all resellers and consumers of our products, Think Stores has established a Minimum Advertised Price (“MAP”) policy. By purchasing products from Think Stores, Purchaser agrees that Purchaser will not advertise or otherwise display a lower price than the MAP price in any medium, including, but not limited to, print advertising on the Purchaser’s website, digital and print catalogs, emails, paid search ads and discount coupons. Think Stores may enforce this MAP policy by such means as it deems necessary, including withholding discounts and cancelling orders.

4. Payment. Think Stores accepts MasterCard, Visa, American Express and Paypal as well as checks and money orders. Orders paid for by check or money order will not be shipped until funds are cleared. Contact Think Stores regarding credit terms that may be available.

5. Product Descriptions. Think Stores makes every effort to accurately describe and display the appearance of each product on the Website and in other marketing materials. Products that Purchaser receives from Think Stores may vary slightly from the images and product descriptions.

6. Returns. All sales are final. Merchandise that has been received by the Purchaser may not be returned except in the case of non-conforming or damaged/defective goods. All shipments should be immediately inspected upon arrival. Merchandise which does not conform to the purchase order and damaged or defective goods must be reported to Think Stores within 5 business days of receipt. A return authorization will be issued for merchandise which is non-conforming, damaged or defective which has been reported to Think Stores within

5 business days of receipt. Upon receipt of the returned merchandise by Think Stores such merchandise will be replaced with new merchandise or a credit toward a future purchase.

7. E-commerce Policy. Purchasers may sell the products purchased from Think Stores on their own websites as well as on marketplaces such as Walmart, Overstock and Amazon (“Marketplace”). Products purchased from Think Stores which are sold on a Marketplace may only be sold through a Marketplace storefront operated by the Purchaser. Such products may not be warehoused by a Purchaser in a Marketplace distribution center to be sold through a fulfillment method such as “FBA” (fulfillment by Amazon). Further, a Purchaser may not resell products purchased from Think Stores to a Marketplace operator which is also a retailer on its own Marketplace. By way of example only, a Purchaser may not be a vendor of Think Stores products to Amazon through Amazon’s Vendor Central program.

8. Sales Tax. All products sold by Think Stores to a Purchaser are intended for resale by the Purchaser. Purchaser is solely responsible for collecting and remitting required sales and use taxes from its customers on the products purchased from Think Stores, including any sales taxes due on drop shipments from Think Stores.

9. Changes/Cancellation. Any changes to, or cancellation of, orders shall be sent by email to accounts@thethinkstores.com and must be received by Think Stores prior to notification of shipment.

10. Back Orders. Think Stores tries to have sufficient inventory of its products to fill all orders in full. However, from time to time, there may be insufficient inventory of a product to fill part or all of an order. When a product is out of stock or insufficient inventory is available to fill the entire product order, Think Stores will hold an order for up to 5 days if the product is expected to be back in stock within that period. Otherwise, Think Stores will ship the order without the product that is out of stock. It will be noted on the packing slip any items that were ordered that were out of stock.

11. Delivery and Shipping. Think Stores only ships to physical addresses in the United States. Orders will not be shipped to a post office box. All deliveries must be signed for. Orders will be shipped within 3 business days. Think Stores reserves the right to use its discretion as to the carrier to be used for shipment. Shipments are F.O.B. Tonawanda, New York unless otherwise agreed to in writing between Think Stores and Purchaser.

12. Warranties. Except where the manufacturer of a product provides a longer or more extensive warranty, Think Stores provides a limited warranty on the products which it sells for a period of 60 days from the date of sale to the consumer. All warranty claims must be supported by a bill of sale or other proof of purchase.

13. Shall Not Share Login. The registered User agrees that s/he shall not share the username or password with, or otherwise provide access to the Website to, any person not employed by the company on whose behalf s/he uses the Website or purchases products.

14. Amended Terms. Think Stores reserves the right to amend these Terms at any time. The Terms which are in effect at the time of Website access will govern such Website access. The Terms which are in effect at the time a purchase order is placed will govern such purchase order.

15. Limitation of Liability. Purchaser agrees, to the fullest extent permitted by law, to limit the liability of Think Stores for any and all claims, losses, costs, causes of action and damages of any kind or nature whatsoever so that the total aggregate liability of Think Stores to Purchaser shall not exceed the sum of \$25,000, or the total purchase price of all products purchased by Purchaser from Think Stores, whichever is greater. It is intended that this limitation apply to any and all liability however alleged or arising, unless otherwise prohibited by law.

16. Law and Venue. Purchaser agrees that the use of this Website, and all purchases from, and other transactions with, Think Stores, shall be governed by the laws of the State of New York. User/Purchaser agrees that the state and federal courts located in Erie County, New York shall be the exclusive venue for any action or proceeding arising out of or related to the use of the Website and purchases or other transactions with Think Stores, and User/Purchaser consents to the personal jurisdiction of such courts.

17. Authority. Each person using the Website and placing purchase orders with Think Stores represents and warrants that s/he is authorized to agree to these Terms and bind the company on whose behalf s/he uses the Website or purchases products.

AGREED TO:

Dated: _____

(Print Name of Company)

(Print Name of Person Signing these Terms)

(Signature)

Terms of Sale are dated: November 1, 2016.