



Exclusive Dropship Contract

Revised 11/01/12

THIS SERVICE CONTRACT (hereinafter referred to as the "Contract" by and between Bisket Baskets Dropshipping, a Colorado company, having its principal address at 10940 South Parker Road, #208 Parker CO 80134 and

_____ (DBA - company name)

_____ (your, first, middle last name)

having an address at _____ (street) _____ (city) _____ (state) _____ (zip) ("Reseller") is entered into as of the date of execution by Reseller for the purpose of defining and describing the dropshipping service to be provided to the Reseller by Bisket Baskets Dropshipping (herein referred to as the "Service").

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

Pursuant to this Contract Bisket Baskets Dropshipping is to provide the following Service(s) to Reseller:

Dropship Service

- I. Bisket Baskets Dropshipping will maintain and keep current their website (BisketBasketsDropshipping.com). Products displayed are for Resellers to sell and keep current on Reseller's website.
- II. Bisket Baskets Dropshipping's website will display pricing at the Reseller's cost. The SRP (suggested retail price) will be displayed on the website however Reseller can determine own profit margin.
- III. Bisket Baskets Dropshipping will design, fulfill and ship orders placed on their website ordering system as ordered by the Reseller. Bisket Baskets Dropshipping will make every effort to fill each order as outlined in the contents listing. In the event that our supply has diminished, we reserve the right to substitute that product(s) with a like product of equal or greater value. No notice will be sent and no financial adjustments will be made due to substitution(s).
- IV. Bisket Baskets Dropshipping will ship all orders placed prior to 11AM M-F the same day, orders received after 11:00AM or on weekends and holidays will be shipped next business day. Bisket Baskets Dropshipping reserves the right to alter same day shipping during busy holidays. Bisket Baskets Dropshipping is not responsible for non-pickups due to weather or any other reason by our carriers. We strive to get all packages eligible for same day shipping processed and shipped; this is our policy; not a guarantee. Bisket Baskets Dropshipping is located in Colorado therefore maintains Mountain Time for all shipments. This correlates to: 1PM EST/12PM noon CST/11AM MST/10AM PST
- V. Bisket Baskets Dropshipping will inform Resellers via email of new items, discontinued items, changes in pricing or products as necessary. Bisket Baskets Dropshipping will also maintain an online page (Emails & Updates) where Resellers can review emails for approximately one (1) year for their convenience.
- VI. Bisket Baskets Dropshipping's website (www.BisketBasketsDropshipping.com) is available for APPROVED RESELLERS ONLY! A login code and password will be provided to Reseller to enter website and to place orders. Any orders placed by non-members will not be filled.

CONTRACT TERM:

1. Applicant will select contract term upon submission of Registration.
2. Upon acceptance into our program, you will be billed the amount that reflects your selected plan.
3. This Contract automatically renews for successive terms equal to the length of the initial Term selected.
4. Once collected, all fees are non-refundable.
5. Upon acceptance and approval of your Registration this Contract becomes legal and binding.

1. GENERAL

- a. Reseller acknowledges and agrees that they have viewed, understand and hereby accept all terms and conditions contained in this Contract.
- b. Reseller further acknowledges and agrees that they have the right to enter into this Contract on behalf of the company stated within.

2. SERVICE

- a. Both parties acknowledge and agree that nothing contained herein shall be construed to create a relationship of principal and agent or employer and employee between Reseller and Bisket Baskets Dropshipping.
- b. Reseller is responsible for procuring a domain, hosting, design and all parts related to website and that Bisket Baskets Dropshipping will have no responsibility to provide such for the Reseller.
- c. Reseller acknowledges and agrees that Bisket Baskets Dropshipping will not be responsible for any consequences related to alteration, modification, loading, unloading of products to Reseller's website.
- d. Bisket Baskets Dropshipping, in its best judgment, will only accept Resellers that represent honest and ethical activity on their website.
- e. Reseller acknowledges and agrees that unless stipulated above or otherwise in writing between Bisket Baskets Dropshipping and Reseller, populating Reseller's website and/or the relevant website databases with product information or other content is not included in any way whatsoever in the Service to be provided to Reseller by Bisket Baskets Dropshipping.
- f. Bisket Baskets Dropshipping is in no way liable for your business and/or website's success or failure. It is Reseller's responsibility to promote and take necessary actions to make your business profitable.
- g. Reseller acknowledges and agrees that they have independently evaluated the suitability of joining our Exclusive Dropship Program and are not relying on any representation, written or verbal statement or guarantee other than set forth in this Contract.

3. COMPENSATION

- a. It is the sole responsibility of the Reseller to complete the Registration page and online payment form.
- b. Reseller will be charged for set up fee and service chosen (to be shown as Bisket Baskets). Unless otherwise agreed in writing between the parties, all fees owed by Reseller to Bisket Baskets Dropshipping hereunder are to be paid in full. Reseller is responsible for all fees owed on Reseller's account until this Contract is terminated in accordance with its terms.
- c. Fees Description:
 - i. Enrollment Fees: All Enrollment fees are due in full at the time of acceptance into the program. (non-refundable)
 - ii. Service Fees: Depending on the Term of Contract selected, that fee is due upon acceptance into the program.
 - iii. Recurring Service Fees: Should you have selected a Membership Plan that incurs monthly fees, they will be collected in the terms and conditions within that Membership Plan.
 - iv. Late Fees: It is the responsibility of the Reseller to maintain a working credit card and/or to update the credit card information. Bisket Baskets Dropshipping imposes a late fee on all accounts not settled within 3 business days of billing date.
 - v. Third Party Fees:
 1. Bisket Baskets Dropshipping does use the delivery services of national carriers. Upon occasion the carrier does impose an Intercept fee for parcels that need an updated address. In addition some carriers charge a return parcel fee when an item is undeliverable. This return parcel fee is the same as the outbound shipping fee (example: Ground orders will return at Ground service and cost, Next Day orders will return with Next Day Service and cost).
 2. These fees will be collected via any method available but not limited to PayPal Invoice, credit card on file or any credit card that member has provided for purchases or payment.
 3. Unsettled fees after 3 business days will be subject to late fee charges and or submitted for collections.
 - vi. Reseller shall provide valid credit card information to Bisket Baskets Dropshipping for the use of Service hereunder. Reseller agrees to update the credit card information as needed and to allow the use of said credit card for the payment of all fees hereunder. If Reseller provides Bisket Baskets Dropshipping with a credit card that expires during the term of this Contract, Bisket Baskets Dropshipping reserves the right to charge any card issued by the Reseller as a replacement.
 - vii. In the event that Reseller fails to remit adequate payment for the Service at any time, Reseller will be considered to be in default and Bisket Baskets Dropshipping will immediately have the right to terminate Resellers use of the Service and cease Resellers ability to purchase as well as relinquishing all rights conveyed to Reseller by Bisket Baskets Dropshipping under this Contract. Any outstanding balance becomes immediately due and payable upon termination of this Contract for any reason and upon failure to remit adequate payment, any amount still due shall incur a late fee or bear interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater. Reseller will also pay all costs of collection, including reasonable attorney's fees, for the collection of any amount due upon failure to remit adequate payment.

4. TERM AND TERMINATION

- a. The initial term of this Contract is as selected by Reseller, commencing on the Registration form's submission date ("Effective Date"). This Contract may only be terminated in accordance with the items contained herein.
- b. This Contract automatically renews for successive Terms equal to the length of the initial Term selected.
 - i. *Automatic Renewal Service (ARS)*: Unless otherwise noted, your membership is part of Bisket Baskets Dropshipping's Automatic Renewal Service. With this service, your membership will be automatically renewed at the end of each subscription term at the price then in effect using the billing information you provided to PayPal. Your subscription(s) will renew unless you cancel your membership prior to renewal. This service is being provided by and processed thru PayPal and once monies are collected no refunds will be made.
- c. For Reseller's Termination, Reseller must submit all of the following:
 - i. Reseller must provided Bisket Baskets Dropshipping with notice of termination of this Contract at least thirty (30) days before the end of the then current Term by submitting the online form - Request Membership Termination.
 - ii. Reseller is responsible for completing the unsubscribe notice thru PayPal directly.
 - iii. Reseller will be required to pay any unpaid balance of their account for the present Term.
 - iv. No refund or partial refunds will be made.
 - v. Reseller MUST remove all Bisket Baskets Dropshipping property from website, marketing materials and any other usage (images, copy, products and language).
- d. For Bisket Baskets Dropshipping, Bisket Baskets Dropshipping will provide Reseller with notice of termination of this Contract as described below in Section 4-e.
- e. At any point during the Initial Term or any successive term, Bisket Baskets Dropshipping may cancel this Contract for convenience or otherwise pursuant to thirty (30) days notice. However, Bisket Baskets Dropshipping may terminate this Contract immediately, upon notice to Reseller, if in Bisket Baskets Dropshipping's reasonable estimation, Reseller's continued use of the Service poses any risk to Bisket Baskets Dropshipping, it's business, interests, customers, clients or affiliates.
- f. Payment in full for all services preformed prior to termination will be required within ten (10) days of termination. After ten (10) days, your account will be turned over for collections and their fee will be added.

5. REPRESENTATIONS & WARRANTIES

- a. Representations and Warranties of Bisket Baskets Dropshipping. Bisket Baskets Dropshipping warrants and represents to the Reseller as follows:
 - i. Bisket Baskets Dropshipping is a duly organized and validly existing company, in good standing under the Commonwealth of Colorado, and has the requisite power and authority to enter into and carry out this Contract.
 - ii. To Bisket Baskets Dropshipping's knowledge, there is no action, proceeding or investigation, pending or threatened which questions, directly or indirectly the validity or enforceability of this Contract.
 - iii. Neither the execution of this Contract nor the consummation by Bisket Baskets Dropshipping of the transactions contemplated by this Contract will (a) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default, or result in a termination of, any Contract or instrument to which the Bisket Baskets Dropshipping is a party, (b) violate any restriction to which Bisket Baskets Dropshipping is subject, or (c) constitute a violation of any applicable laws.
 - iv. Bisket Baskets Dropshipping has taken all actions required by applicable law, and has obtained all consents which are necessary to authorize or enable it to execute and deliver this Contract and to consummate the transactions contemplated in this Contract. If applicable, the individual(s) executing this Contract on behalf of Bisket Baskets Dropshipping have been duly authorized and are empowered to bind Bisket Baskets Dropshipping to this Contract.
- b. Representations and Warranties of Reseller. Reseller warrants and represents to Bisket Baskets Dropshipping as follows:
 - i. To Reseller's knowledge, there is no action, proceeding or investigation pending or threatened which questions, directly or indirectly, the validity or enforceability of this Contract.
 - ii. Neither the execution of this Contract nor the consummation by Reseller of the transactions contemplated by this Contract will (a) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default, or result in a termination of, any Contract or instrument to which the Reseller is a party, (b) violate any restriction to which Reseller is subject, or (c) constitute a violation of any applicable laws.
 - iii. Reseller has taken all actions required by applicable law, and have obtained all consents which are transactions contemplated in this Contract. The individual(s) executing this Contract on behalf of the Reseller has been duly authorized and are empowered to bind Reseller to this Contract.

- iv. Reseller acknowledges and agrees that Reseller is to obey all copyright laws, as well as all intellectual property and other applicable laws, such as the CAN-SPAM Act of 2003, in conjunction with this Contract and/or Service.

6. INTELLECTUAL PROPERTY

- a. Both Reseller and Bisket Baskets Dropshipping acknowledge and agree that they are to obey all intellectual property laws and that they are not able to violate any other party's intellectual property rights in conjunction with this Contract.
- b. Reseller will not acquire any rights to Bisket Baskets Dropshipping's goodwill, designs, artwork, trademark, copyright or other property of Bisket Baskets Dropshipping. All Bisket Baskets Dropshipping data and trade secrets shall be the sole possession of Bisket Baskets Dropshipping and the Reseller shall have no right to them.
- c. Bisket Baskets Dropshipping will not acquire any rights to Resellers' goodwill, designs, artwork, trademark, copyright or other property of Reseller. All Reseller data and trade secrets shall be the sole possession of the Reseller and Bisket Baskets Dropshipping shall have no right to them.
- d. Both parties acknowledge and agree that Bisket Baskets Dropshipping will have the right to use Reseller's name, description, logo, URL and website screen shots in Bisket Baskets Dropshipping advertising materials.

7. CONFIDENTIALITY

- a. Each party will protect the confidential information of the other party disclosed hereunder ("Confidential Information"), from misappropriation and unauthorized use or disclosure, and at a minimum, will take precautions at least as great as those taken to protect its own Confidential Information of a similar nature. Under this Contract, Confidential Information will mean any information that is either designated as confidential by the disclosing party or that, under the circumstances surrounding their disclosure, is reasonably understood to be confidential.
- b. Without limiting the foregoing, the receiving party will (i) use Confidential Information solely for the purposes for which it has been disclosed; and (ii) disclose Confidential Information only to those of its employees, agents, consultants and others who have a need to know the same for the purpose of performing this Contract and who are informed of and agree to a duty of nondisclosure.
- c. The obligations of the parties regarding the Confidential Information of the other shall not apply to any material or information that (i) is known to the receiving party at the time of the disclosure by the disclosing party, as evidenced by written records of the receiving party; (ii) has become publicly known and made generally available through no wrongful act of the receiving party; (iii) has rightfully been received by the receiving party from a third party who is authorized by the disclosing party to make such disclosures; (iv) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party, as demonstrated by files created at the time of such independent development; or (v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.
- d. Upon request of the other party, or in any event upon any termination or expiration of the Term, within a reasonable period of time in a manner agreed upon by the parties, each party will return to the other party all Confidential Information of the other party.
- e. Bisket Baskets Dropshipping will not disclose or sell Reseller's information to a third party for any reason unless ordered by a court, administrative agency, or other governmental body.
- f. Reseller will not disclose or sell Bisket Baskets Dropshipping information to a third party for any reason unless ordered by a court, administrative agency, or other governmental body.

8. FORCE MAJEURE.

Neither party is responsible for any failure to perform its obligation under this Contract if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such party. The forgoing does not excuse nonpayment for Services already provided. The party facing an event of force majeure will use commercially reasonable efforts to remedy a failure caused by such event.

9. INDEMNIFICATION

- a. Reseller hereby agrees to indemnify, defend, and hold harmless Bisket Baskets Dropshipping against, and agrees to pay and hold harmless Bisket Baskets Dropshipping for all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, settlement out-of-pocket costs, expenses and disbursements (including reasonable costs of investigation, and reasonable attorneys, accountants and expert witness fees), of whatsoever kind and nature that are imposed on or incurred by Bisket Baskets Dropshipping as a consequence of or in connection with (i) any material misrepresentation by Reseller, (ii) any breach by Reseller of a warranty or covenant contained herein, or (iii) any failure by Reseller to perform in accordance with this Contract.
- b. Bisket Baskets Dropshipping agrees to (i) notify Reseller in writing promptly after Bisket Baskets Dropshipping becomes aware of such claim, (ii) give Reseller sole control of the settlement, compromise, negotiation, and defense of such action provided that Reseller may not agree to any settlement that involves injunctive or equitable relief affecting Bisket Baskets Dropshipping or admission of liability by Bisket Baskets Dropshipping without obtaining Bisket Baskets Dropshipping's prior consent), and (iii) cooperate reasonably and in good faith in the defense of such legal action. In connection with any such third party claim, Bisket Baskets Dropshipping may, at its election and expense, have the right to participate in the defense of such third party claim.
- c. Additionally, Reseller agrees to give prompt written notice to Bisket Baskets Dropshipping upon the receipt of notice of any claim by a third party against Reseller which might give rise to a claim against Bisket Baskets Dropshipping stating the nature and the basis of such claim and, if ascertainable, the amount thereof.

10. EXCLUSIONS: LIMITATIONS ON LIABILITY

- a. NO REPRESENTATION OR WARRANTY MADE UNDER THIS CONTRACT APPLIES TO THE EFFECT OF ANY CONDITION OUTSIDE THE REASONABLE CONTROL OF BISKET BASKETS DROPSHIPPING, INCLUDING WITHOUT LIMITATION ANY (i) FAILURE IN TELECOMMUNICATIONS, (ii) FAILURE BY RESELLER TO COMPLY WITH THIS CONTRACT, OR (iii) CONDITION IN, OR COMBINATION OF ANY SERVICE, SOFTWARE, HARDWARE, SYSTEM, EQUIPMENT, PROCESS, DATA OR INFORMATION USED TO PROVIDE BY ANY THIRD PARTY.
- b. EXCEPT AS SET FORTH IN SECTION 4, RESELLER HAS NOT AND DOES NOT RECEIVE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR PERFORMANCE, REGARDING THE SUBJECT MATTER OF THIS CONTRACT INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ACCURACY OF SERVICE OR DATA, ERROR-FREE PERFORMANCE OF SERVICE OR DATA, NON-INFRINGEMENT OR NONINTERFERENCE WITH DATA.
- c. UNDER NO CIRCUMSTANCES MAY RESELLER RECOVER DAMAGES UNDER THIS CONTRACT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR SIMILAR DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES, ARISING FROM ANY SOURCE, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESELLERS TOTAL CUMULATIVE RECOVERY OF DAMAGES UNDER THIS CONTRACT MAY NOT EXCEED THE FEES PAID BY THE RESELLER UNDER THIS CONTRACT DURING THE TERM PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

11. NOTICE.

All notices under this Contract must be in writing and must be given either by (a) first class mail, certified or registered with return receipt requested or (b) Federal Express or such other nationally-recognized overnight courier, provided that the recipient is required to sign for such notice, and will be deemed to have been duly given upon receipt, (c) facsimile with subsequent confirmation, (d) email to the email address on file for Reseller, (e) or by Notice provided on Bisket Baskets Dropshipping website page Emails and Updates. All such notices will be sent to the parties at their respective address on file. Any party may change such address by notice duly given pursuant to this section.

12. ENTIRE CONTRACT.

This Contract represents the entire understanding among the parties with respect to the subject matter of this Contract, and as such this Contract supersedes any and all prior understandings, agreements, contracts or obligations. Each party acknowledges and agrees that the other has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

13. HEADINGS AND INTERPRETATION.

The Section heading of this Contract are intended for reference and may not by themselves determine the construction or interpretation of the Contract. Also, in all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender and number as the text of this Contract may require.

14. WAIVER AND SEPARABILITY.

The waiver of any breach of any provision of this Contract will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Contract. If any portion of this Contract is determined to be invalid or unenforceable, that portion of this Contract will be adjusted, rather than voided, to achieve the intent of the parties under this Contract. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect.

15. MODIFICATION AND ASSIGNMENT.

This Contract may not be amended or modified except by an instrument signed in writing on behalf of each of the parties hereto. Reseller may not assign this Contract to another party as this Contract is nontransferable. Any attempt to assign this Contract other than in accordance with this provision without the consent of the other party shall be null and void.

16. NON-SOLICITATION.

Reseller agrees that it will not solicit the engagement and/or employment of the services of any employee of Bisket Baskets Dropshipping (either directly or through an agent), without written permission of Bisket Baskets Dropshipping, during the term of this Contract and any extension thereof and continuing for a period of one (1) year following its expiration or termination.

17. SURVIVAL OF OBLIGATIONS.

This Contract will be binding on, and inure to the benefit of, the executors, administrators, heirs, successors, and permitted assigns of the parties. Both parties agree to be bound by the terms and conditions contained herein for the Term of this Contract, and where applicable, Sections 2,3,4,5,6,7,9,10,12,14,15,16,17,18 & 19 herein will survive beyond the Term of this Contract.

18. GOVERNING LAW AND VENUE.

This Contract and any disputes relating hereto shall be governed by and construed in all respects, including validity, interpretation, and effect, in accordance with the laws of the Commonwealth of Colorado, without reference to its choice of law principles. All disputes under this Contract may be heard only in the courts of the Commonwealth of Colorado located in Douglas County or the United States District Court for the 18th Judicial District of Colorado. All parties acknowledge and agree to submit to personal jurisdiction and venue in the courts stipulated herein.

19. COUNTERPARTS.

This Contract may be executed in one or more counterparts, all of which taken together will constitute one and the same Contract.

20. FURTHER ASSURANCES.

In connection with the transactions contemplated under this Contract, the parties agree to cooperate fully with each other in furtherance of the consummation of the Contract, and to execute and deliver such further instruments or take such further actions as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated hereunder.

RESELLER HEREBY AGREES TO ALL TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT. RESELLER FURTHER AUTHORIZES BISKET BASKETS DROP SHIPPING TO CHARGE RESELLER'S CREDIT CARD (OR OTHER APPLICABLE ACCOUNT) IN ACCORDANCE TO THE PROGRAM SPECIFIED WITHIN THIS CONTRACT. RESELLER FURTHER ACKNOWLEDGES THAT PAYMENT IN FULL IS REQUIRED IN ORDER FOR BISKET BASKETS DROP SHIPPING TO BEGIN PROVIDING THE SERVICES. RESELLER FURTHER ACKNOWLEDGES AND AGREES THAT RESELLER'S ELECTRONIC SIGNATURE IS TO HAVE THE SAME BINDING AND LEGAL EFFECT AS A PHYSICAL "PEN AND PAPER" SIGNATURE.

ADDITIONALLY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IF RESELLER IS A BUSINESS ENTITY OR CONCERN OF ANY KIND, THE INDIVIDUAL SIGNING THIS CONTRACT ON BEHALF OF RESELLER ("SIGNATORY") WILL PERSONALLY GUARANTEE AND BE RESPONSIBLE FOR ALL OF THE OBLIGATIONS OF RESELLER HEREUNDER. THE SIGNATORY HEREBY ACCEPTS PERSONAL LIABILITY FOR ALL AMOUNTS DUE BISKET BASKETS DROP SHIPPING HEREUNDER AND PROMISES TO MAKE THE PAYMENTS HEREUNDER AS AGREED. THE SIGNATORY UNDERSTANDS AND AGREES THAT IN THE EVENT THAT PAYMENTS ARE NOT MADE AS AGREED, THE SIGNATORY IS ASSUMING PERSONAL LIABILITY FOR ALL UNPAID AMOUNTS INCLUDING ALL COLLECTION FEES, ATTORNEY FEES, PLUS ALL OTHER COSTS INCURRED TO PURSUE UNDER LAW ALL AMOUNTS DUE BISKET BASKETS DROP SHIPPING.