



DROP SHIPPING DEPARTMENT

Drop Shipping Contract for _____

This Drop Shipping Agreement (hereinafter, the "Agreement"), effective as of _____, is made and entered into by and between **Crover Inc.** (hereinafter "Wholesaler"), and _____ (hereinafter, "Retailer"). Retailer wishes to sell and promote the products offered by the Wholesaler on their web site located at <http://www.crover.com>

Term:

Retailer and Wholesaler 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.

Cancellation:

If Retailer or Wholesaler 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.

Wholesaler's Role:

Wholesaler will provide product fulfillment for all sales obtained by Retailer in regards to any images of products supplied by Wholesaler. Wholesaler is not involved in the actual transaction between the Retailer and the Customer. Wholesaler is not the agent of either the Retailer or the Customer. Each package sent to Consumer by Wholesaler will appear to have come from the Retailer directly. Wholesaler retains all rights to all images of products provided and retains the right to prohibit the use of any and all images provided. 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 Wholesaler.

Drop Ship Fee:

Wholesaler drop ships to Retailer's customers with no additional drop ship fees (except for our standard postage fee).

Inactivity:

Retailer's Account which is under dormant without any transaction at all or no orders for 6 consecutive months will be closed.

Shipping:

Wholesaler ships to Retailer's customers using standard shipping method (USPS, FedEx) and sends shipment notification to Retailer.

International Shipping:

If Retailer submit an order for international shipment, Retailer agree to assume responsibility for any customs, brokerage, foreign taxes, duties, or return shipping fees that Retailer's customer fails to pay.

Marketing Material:

Retailer can upload the products immediately to his website, using Wholesaler's images and descriptions without needing to place an order until a customer has bought from Retailer's store.

Order Cancellation

Cancellations are acceptable only within 24 hours and only if Retailer's order has not been shipped yet.

Billing:

Retailer's credit card information must be provided to Wholesaler before this contract can become valid. It is the sole obligation of the Retailer to provide valid and correct credit card information to pay for any and all orders placed.

At the end of each business day the Retailer's credit card will be charged for the orders placed that day. Items will not be shipped until the credit card payment has cleared the Wholesaler merchant account (usually a 24-hour turnaround time).

Fees and Charges:

Wholesaler 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 charged for each item and shipping amounts. Retailer will pay all fees and charges incurred with each item shipped by the Wholesaler 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 Wholesaler's products. Retailer further agrees that Wholesaler 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:

Wholesaler will provide a 30-day return policy during which a Customer may return an item that is in resellable condition, unless agreed otherwise prior to return (at their own expense). Wholesaler will also provide a return/refund policy for any damaged or defective items as long as any claims are placed within 14 days of the item being received. Wholesaler will not provide any policy for any claims placed on an item after 30 days of being received. Bad address: Wholesaler 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:

Wholesaler is not responsible or liable for the success of the Retailer's websites or any Retailer's Trading Accounts, the accuracy, or legality of its content and operation. Further, the Retailer has independently evaluated the desirability of anticipating in the Wholesaler's Drop Ship Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.

Right to Modify:

Wholesaler retains the right to modify this agreement at any time. Any modification will be sent to Retailer in writing. Changes will not be retroactive. If any modification is unacceptable to the Retailer, the recourse will be termination of the Retailer's participation in the Wholesaler's Drop Ship Program. Continued participation will constitute acceptance of the modifications.

Non-Payment:

Non-payment by Retailer will result in immediate removal from Wholesaler's Drop Ship Program. Legal action will be taken if any payment reaches 30 days past due. Wholesaler is not responsible for any payment problems between the Retailer and the Customer.

Severability:

If any provisions or sections of this agreement shall be deemed unlawful, void or for any reason enforceable, 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.

Retailer Information:

Company Name: _____

Contact Name: _____

Email Address: _____

Retailer Signature: _____

Date: _____