



Lucky Mascot, Inc. Merchant Agreement

This Merchant Agreement (our “Agreement”), is intended to describe the agreement by and between Lucky Mascot, Inc. (sometimes referred to as “Mascot”) and the undersigned Merchant (sometimes referred to as “You”) which merchant has agreed to purchase and resell the products of Mascot described below under the terms and conditions also described below.

Company Name:	Contact Information	Credit Information – VISA / MC / AMEX/ DISCOVER (circle one)
Resale #:	Address:	Credit Card No:
Product Identification		_____
n/a – ongoing orders	Phone #:	Expiration Date:
	Fax #:	_____
Quantity and Costs Per Quantity	E-mail:	Security Code:
n/a	Authorized Signature (Below)	Billing address:

Special Purchase Terms:

\$200 minimum for initial orders, and \$100 for re-orders. All orders below the minimum are subject to 15% handling fee.

Payment Terms:

Credit Card

RTV (return to vendor) Terms:

In order to guarantee the best customer service for both the retailer and consumer, we stand behind all our products on normal wear and use. We will reasonably replenish product to You that has been provided to a consumer in exchange for product returned due to claims of defect. Mascot only requires that You return the merchandise claimed to be defective with a brief explanation for the return.

General Terms and Conditions:

Mascot and Merchant also agree to the additional general terms and conditions relating to the purchase and sale of Mascot products to Merchant as set forth on the inverse side of this Agreement.

The undersigned duly authorized representatives hereby confirm their mutual assent to this Agreement as of the Start Date.

Merchant Company Name Here

Lucky Mascot, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____ Jeffrey Alexander _____

Title: _____

Title: _____ Founder _____

Dated: _____

Dated: _____

General Terms and Conditions of Purchase

The following terms and conditions are agreed to by Lucky Mascot, Inc. ("Mascot") and the Merchant identified on the facing page hereto ("Merchant"). Mascot's acceptance of any order is subject to these Terms and Conditions.

COMPLETE AGREEMENT. These provisions and the terms set forth on the facing page constitute the full and final Agreement of the parties regarding the purchase described on the facing page hereto. Additional or different terms or conditions proposed by Merchant (including any additional or different terms provided in a purchase order) shall be void and of no effect unless specifically accepted in writing by Mascot. The Parties agree that (a) no modification or waiver of these Terms shall be effective unless made by an authorized representative of Mascot in writing; (b) no course of action on the part of Mascot shall be deemed to modify these Terms and Conditions; and (c) Mascot's acknowledgment or acceptance of anything in writing from Merchant which is in conflict with these Terms and Conditions (including any purchase order forms containing different terms or conditions) and any subsequent delivery of Goods shall not constitute a modification or waiver of these Terms and Conditions.

GOODS SOLD. The final invoice for the products referenced on the facing page shall cover the specific quantities of items listed therein (the "Goods").

TERMS OF PAYMENT. The purchase price for the goods sold shall be as shown on the face of any invoice, Merchant to pay any shipping costs associated therewith. The purchase price shall be payable in United States currency in accordance with the terms outlined in the invoice. All invoices rendered in accordance with the agreed terms which are not paid within 30 days shall be subject to interest at the rate of 1.5% per month from the date of the invoice until it is paid.

ACCEPTANCE BY MERCHANT. Merchant agrees that it shall accept or reject Mascot's products within ten (10) days from the date of its actual receipt. Merchant's acceptance of any proposal, however, shall not result in a contract of sale, and Merchant shall not be bound by any invoice, until such invoice has been approved by a duly authorized representative. Except for Merchant's rights to accept or reject as set forth herein, **ALL GOODS ARE PURCHASED BY THE MERCHANT "AS IS" AND "WITH ALL FAULTS", AND MASCOT MAKES NO REPRESENTATION OR WARRANTY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO THE GOODS.** Merchant represents that it has been afforded the time to inspect the Goods or hereby otherwise acknowledges that Mascot invited, urged and cautioned Merchant to inspect the Goods and Merchant declined to examine the same.

RETURN POLICY: Products must be in saleable condition to qualify for return. Saleable condition is defined as those unused items in original packaging and in unbroken quantities. All returns are subject to Mascot's inspection and acceptance, and a 15% restocking charge. Proof of purchase is required for all returned materials. Special orders and discontinued items are not eligible for return credit. Dated materials are not returnable 30 days beyond date of invoice.

DISCLAIMER AND LIMITATION OF LIABILITY. Mascot will not be responsible for any loss or injury resulting from the improper use/misuse of its products or any alterations made to such products. Merchant agrees to defend any suit, action or cause of action brought against Mascot, its directors, officers, employees and other agents and representatives by any person based on any such alleged injury, illness, or damage and to pay all

damages, costs and expenses including, but not limited to, attorney's fees or legal expenses in connection therewith or resulting therefrom. Mascot's liability with respect to Goods sold to Merchant shall be limited to refunding any payments made by Merchant (i) with respect to Goods returned to and accepted by Mascot or (ii) with respect to Goods ordered but not shipped by Mascot upon Mascot's cancellation of the invoice. In no event shall Mascot be liable for incidental, special, or consequential damages, lost profits, or any expenses of Merchant, including, but not limited to, shipping costs.

GOVERNING LAW. All invoices and these Terms and Conditions shall be construed according to the laws of the Commonwealth of Massachusetts. The parties agree that venue for any claim or controversy arising from or relating to invoices, these Terms and Conditions or the performance or breach thereof shall be exclusively laid and limited to the courts in Boston, Massachusetts. In the event any party institutes legal proceedings to enforce its respective rights arising out of the invoice and these Terms and Conditions, the prevailing party shall be entitled to the award of attorneys' fees and court costs, plus cost of executing, enforcing and/or collecting any judgment at all trial and appellate levels.