

MAIN OFFICE

720 Monroe Street, Suite C308
Hoboken, NJ 07030
P: 201-604-1253
F: 201-604-1251
www.zokuhome.com

ZOKU®

TERMS & CONDITIONS

Please read carefully and sign

All deliveries and services of ZOKU, LLC to a Customer are subject to the following terms and conditions, even if no special reference is made to them with respect to a particular Customer. Customer agrees to be bound by these terms and conditions and the ordering of ZOKU, LLC branded products by the Customer will be deemed Customer's assent and agreement to these terms and conditions regardless of whether Customer signs or otherwise acknowledges such assent and agreement in writing. Supplementary or deviating agreements shall require the express written and duly signed acknowledgement of ZOKU, LLC in order to be legally effective.

SALES OF PRODUCTS Customer will sell ZOKU products only to end-user consumers within the USA. Sales to any retailer, wholesaler, dealer or distributor are strictly prohibited.

INTERNET COMMERCE: ZOKU requires all Customers who wish to present or sell ZOKU products on the Internet to register their Internet presence with ZOKU, in addition to agreeing to compliance with the ZOKU Advertising policy as listed in this agreement. Customers may not utilize a national/global selling platform (such as by way of example and not of limitation - AMAZON.com, EBAY.com, or WALMART.com) other than their own as a means of presenting or selling ZOKU products unless Customer first receives authorization in writing signed by ZOKU. ZOKU reserves the right to terminate unilaterally any Customer not in compliance with these terms and conditions with immediate effect.

ZOKU's goal is to keep a fair marketplace for all retailers (online, catalog, and brick & mortar) and to avoid artificial price wars on AMAZON.com and other shopping forums.

ZOKU reserves the right to terminate the business relationship with you if you violate the ZOKU Advertising Policy or for any misrepresentation of your seller name or store name or for utilizing any platform other than your own as a means of presenting or selling ZOKU products.

Customer may also be subject to other penalties as detailed in these terms and conditions.

PRICES & SHIPPING: All prices are collect prices (FOB Somerset, NJ), subject to change without notice. Prices shown do not include shipping. Shipments will be sent via UPS or Fed Ex Ground unless other arrangements are made. Customer will pay any tax imposed by any law of any governmental authority on the manufacture, ownership, distribution, use or sale of any product if the same is not included in the invoice price payable by Customer to ZOKU.

ORDERS: Orders shall become legally binding on Customer upon the earlier to occur of: written acknowledgement of order by ZOKU or, if no such written acknowledgement is given, upon acceptance of delivery by Customer. ZOKU has the unqualified right to accept or reject each order as received, or to reduce the product quantities ordered. Case quantities cannot be split. Orders are automatically amended to full case packs. Opening Order: \$250.00 - Minimum Re-Order: \$250.00

NEW ACCOUNTS: Credit card or other advanced payment required. To establish account complete the product order form, attach bank and trade references on company letterhead and return with your first order.

PAYMENTS: Net 30 days - from date of invoice, upon credit approval or major credit card (Visa, Master Card, Discover). All other orders pre-paid. Delayed payments are subject to finance charge of 1.5% per month. Any claims or counterclaims of Customer shall not entitle Customer to any extension of the period stipulated for payment.

CLAIMS & WARRANTIES: Damage or shortage claims are to be filed by the customer directly with the freight carrier. All other claims must be made in writing within seven days from the date of receipt and must include a detailed description of the defect, otherwise the products are deemed accepted by Customer. No merchandise may be returned without Return Authorization and a RA#. Damage caused as a result of a Force Majeure Event will be excluded from this replacement policy.

In no event will ZOKU be deemed to have assumed any obligation except to fill orders it chooses to accept in its sole discretion and the Customer expressly agrees that ZOKU shall not be liable for any direct or consequential loss or damage caused by ZOKU's failure or inability, whether or not the same shall have been caused by act or omission of ZOKU or any other person, to make shipment of any products to Customer. Customer's sole remedy being to cancel the order for products so delayed or remaining unshipped. In the case of justified complaints ZOKU shall make substitute delivery or credits. Any and all other warranty claims of Customer shall be excluded. Customer shall not be entitled to any additional claims, in particular for compensation of indirect damage or consequential damage.

ZOKU makes no warranties or representations as to performance of products or as to service to customer or to any other person.

All implied warranties, including but not limited to implied warranties of merchantability and fitness for a particular purpose are hereby excluded.

The liability of ZOKU, if any, for damages relating to allegedly defective products shall be limited to the actual price paid by the Customer for such products and shall in no event include incidental or consequential damages of any kind.

RETURNS: All returns are subject to pre-approval and must be within 30 days; a 15% restocking fee applies. Returns are to be shipped only to Somerset, NJ. Freight cost is Customer's responsibility. Contact the ZOKU office for proper procedure and authorization.

CUSTOMERS OBLIGATIONS: Customer acknowledges its obligation to maintain the extremely high standard of ZOKU products as innovative and high quality products and the good will symbolized by the ZOKU name and the products and to refrain from any conduct that could be viewed as having a negative impact on the image of ZOKU or the products as determined in ZOKU's sole judgment.

Customer will at all times conduct its activities and perform its obligations under these terms and conditions in the strict accordance with all applicable laws and regulations.

PENALTY: For breach of Customer's obligations under these terms and conditions, ZOKU reserves the right to terminate the business relationship.

In addition to, and without limiting the foregoing, in the event of a breach of Customer's obligation to only sell the products to end-user consumers within the USA and not to any other retailer, wholesaler, dealer or distributor, or on an unauthorized national Internet platform, ZOKU reserves the right to prosecute to the extent of the applicable laws.

ASSIGNMENT: Customer will not assign any of its rights or delegate any of its obligations under these terms and conditions.

GOVERNING LAW: These terms and conditions shall be subject to the laws of the State of New Jersey. The exclusive venue for any dispute out of or in connection with this Agreement shall be the competent court located in the State of New Jersey.

SEVERABILITY: If any provision of these terms and conditions is ineffective, the validity of the remaining terms and conditions shall not be affected. The parties shall immediately agree on a new effective provision which comes as close as possible to the economic purpose of the ineffective one.

ZOKU MAP ADVERTISING POLICY: Per this agreement Customer agrees to NOT advertise ZOKU's products below MAP's (as indicated on ZOKU's price list) in print, e-mail, online, or published article. Per FTC law compliance, this pricing only refers to published and electronically distributed pricing. This includes sales on all websites such as, but not limited to, Amazon and Ebay, as well as brick and mortar locations.

As a manufacture of innovative and high quality products, ZOKU has a vested interest in ensuring that the value integrity of its brand are maintained through proper product positioning and promotion. This policy sets forth ZOKU's unilateral terms and conditions governing advertisements and promotional material of any kind, including by way of example and not of limitation, magazine, newspaper and catalog advertising, flyers, coupons, TV and radio advertising and electronic (Internet) advertising, utilizing the ZOKU logo, and the ZOKU brand-name or trademark or any other intellectual property owned by ZOKU, whether registered or unregistered ("ZOKU Advertisements"). ZOKU reserves the rights to terminate unilaterally any Customer not in compliance with these terms and conditions with immediate effect.

All ZOKU Advertisements shall present ZOKU products and being of high value and quality. ZOKU Advertisements that diminish or degrade or otherwise adversely affect ZOKU's reputation, logo, brand names, trademarks or other intellectual property rights, or that confuse or mislead consumers as the quality and value of ZOKU products are strictly prohibited.

Any misuse (whether in ZOKU Advertising and promotional materials or otherwise) of the ZOKU logo, any ZOKU brand name or trademark or other intellectual property owned by ZOKU will be an infringement of the trademark and/or copyright laws and subject to legal action by ZOKU. ZOKU will review Customer advertising periodically, and reserves the right in its sole discretion to terminate, and/or take appropriate legal action against, any wholesaler, distributor or dealer that violates the terms of this policy.

Any Customer shall submit to ZOKU the details of any proposed use of the ZOKU logo, whether in ZOKU Advertising or otherwise, any ZOKU brand name or trademark or any other intellectual property owned by ZOKU, including and not of limitation, designs related to or photographs of ZOKU products, for prior written approval, which may be withheld in ZOKU's sole discretion.

Customer acknowledges and agrees that it will not acquire any rights to the trademarks, logos, designs or other proprietary material of ZOKU should ZOKU permit Customer to use any of the foregoing in ZOKU Advertising or otherwise. Customer undertakes not to use any signs likely to be confused with those of ZOKU or similar signs or have them protected in whatsoever form.

NO WAIVER: Neither the failure nor any delay by ZOKU in exercising any right, power or privilege under these terms and conditions will operate as a waiver of such right, power or privilege and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No claim or right of ZOKU arising out of these terms and conditions can be discharged by Customer, in whole or part, by a waiver or renunciation of the claim or right unless in writing signed by ZOKU. No waiver that may be given by ZOKU will be applicable except in the specific instance for which it is given. No notice to or demand on Customer will be deemed to be a waiver for any obligation of Customer or the right of ZOKU to take further action without notice or demand as provided in these terms and conditions.

ENTIRE AGREEMENT: These terms and conditions, any information and documents referred to or incorporated by reference herein, and any invoices delivered to Customer contain the entire agreement between ZOKU and Customer with respect to the subject matter hereof; no representations, inducements, promises or agreements, oral or other, between the parties not embodied herein shall be of any force or effect.

By signing this document I acknowledge that I have read and understand ZOKU's Terms and Conditions.

Signature

Date

Printed Name & Title

Company Name