



My Own Bag
 2370 Market St, #434
 San Francisco, CA 94114
 415.503.0186
www.myownbag.com

WHOLESALE ORDER FORM

Merchant Name:	
Representative:	
Shipping Address:	
Order Date:	
Terms:	
Account Number:	
Reseller's License:	

In order to use the wholesale order form, you must first establish an account with us. Please contact Ania at 415.503.0186 or sales@myownbag.com, and provide your reseller's license to establish an account and obtain wholesale pricing from us.

Item	Description	Quantity	Price	Total

Subtotal:	\$
Tax:	\$
Discount:	\$
<small>See Terms & Conditions</small>	
Shipping:	\$
Total Due:	\$

Please e-mail the form to sales@myownbag.com



TERMS AND CONDITIONS OF SALE

Contract. This Contract shall act as confirmation of trade between merchants pursuant to California Commercial Code Section 2-201(2) when signed by My Own Bag ("My Own Bag") and delivered to the party named herein as purchaser or consignee ("Merchant") by any means and shall supersede any prior agreement to the extent inconsistent herewith. Acceptance of this Contract by My Own Bag is expressly conditioned upon Merchant's agreement to the terms and conditions contained herein, and if applicable constitutes a complete rejection of Merchant's offer and constitutes a counteroffer in accordance with the exact terms stated below.

Shipping; Risk of Loss; Transfer of Title: Fulfillment of all orders is subject to availability. Goods are sold or consigned F.O.B. common carrier My Own Bag's facility, and delivery or consignment is deemed complete when these goods are so delivered. Merchant is deemed bailee of goods consigned to Merchant hereunder upon delivery to common carrier My Own Bag's facility. My Own Bag shall as Merchant's agent arrange at Merchant's sole expense for transport and insurance of the goods to Merchant's address, and risk of loss or damage shall pass to Merchant upon delivery F.O.B. common carrier My Own Bag's facility. My Own Bag has the right to deliver all the goods at one time or to deliver the goods in portions from time to time. Each installment of goods under this Contract shall be deemed sold under a separate Contract. If My Own Bag defaults in any such delivery, My Own Bag shall be liable in damages only for failure to deliver that installment. Identification of the goods shall occur at the time this Contract is signed and delivered. Title to the goods shall pass to Merchant as soon as My Own Bag receives full payment of the purchase price, including applicable taxes, freight, insurance, delivery and other charges.

Inspection and Rejection: Merchant shall inspect the goods on arrival and if the goods fail in any material respect to conform to the Contract, including without limitation damage, error or shortage, Merchant shall exercise its right of rejection no later than 10 days after receipt of the goods. My Own Bag products are individually made, therefore each item's variation is not considered non-conformity to contract. Merchant's failure to inspect the goods and notify My Own Bag of rejection within such 10 day period shall constitute a waiver of Merchant's right of inspection. Notification of rejection shall be made in writing to My Own Bag at 2370 Market Street, #434, San Francisco, CA 94114, specifying in detail the defects and objections. Merchant shall on rejection comply with all reasonable instructions of My Own Bag. Goods returned to My Own Bag without a Return Authorization (RA) number obtained from My Own Bag will not be accepted. Merchant's failure to reject goods as described above constitutes acceptance of the goods, which shall be final and irrevocable.

Pricing; Payment; Security Interest: Merchant shall be responsible for all packaging charges, transportation and delivery and insurance charges, taxes and all other charges of similar nature or effect. Unless otherwise specified on the reverse side of this Contract, payment of the invoice price is due in full in U.S. dollars within 30 days after shipment by My Own Bag, with a **discount of 5% for payments made in full within 10 days of shipment**. My Own Bag shall not be required to accept payment other than by the means and manner set forth in this Contract. Notwithstanding the foregoing, if Merchant's financial condition does not, in My Own Bag's sole and absolute judgment, justify delivery on the terms stated herein, My Own Bag may require full or partial payment in advance.

Regarding consigned goods, My Own Bag shall have the absolute right to require the return of the goods upon request by My Own Bag and to change pricing of the goods immediately upon notice to Merchant. Notwithstanding anything to the contrary contained herein, payment for consigned goods is due immediately upon sale by Merchant. On the 1st and 16th day of each month, Merchant shall submit to My Own Bag a sales report itemizing all inventory held on consignment, indicating items sold and price at which sold.

No unauthorized deduction or offset may be taken from any invoice. If payment is not made timely, then Merchant shall pay a finance charge of the lesser of 1% per month, compounded daily, or the maximum rate

permitted by applicable law, and to reimburse My Own Bag for all collection fees and costs, including attorney fees, reasonably incurred by My Own Bag. A returned check shall in addition be subject to a \$25 fee. Merchant agrees that the foregoing are reasonable in light of the anticipated or actual harm caused by Merchant's breach of its payment obligations. All payments shall be applied first to accrued interest and then to principal. Time is of the essence in all payment matters. My Own Bag hereby retains, and Merchant hereby grants My Own Bag, a security interest in the goods and all proceeds thereof as security for the payment and performance of any and all obligations of Merchant in favor of My Own Bag, including without limitation any obligation to make payment under this Contract.

Warranty: MY OWN BAG WARRANTS THAT THE GOODS SOLD OR DELIVERED HEREUNDER ARE FREE FROM MATERIAL DEFECTS IN MATERIALS AND WORKMANSHIP UPON DELIVERY TO MERCHANT. THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF PARTS AND TO THE NECESSARY LABOR AND SERVICES REQUIRED TO REPAIR THE GOODS. IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ALL WARRANTIES OF FITNESS AND MERCHANTABILITY. Any defective goods will be repaired or replaced, at My Own Bag's sole option, and returned to My Own Bag at 2370 Market St, #434, San Francisco, CA 94114. Goods returned to My Own Bag must have a Return Authorization (RA) number obtained from My Own Bag. Goods shipped to My Own Bag without a return authorization number will not be accepted. Sample(s) of the goods shown to Merchant, if any, are merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to the sample(s). IN NO EVENT WILL MY OWN BAG BE LIABLE TO MERCHANT FOR EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR REVENUE.

Permitted Returns: In My Own Bag's sole and absolute discretion, goods sold hereunder may be returned for credit toward an additional purchase at a ratio to be determined by My Own Bag, less a restocking fee equal to 10% of the invoice amount. Any permitted returns must have a Return Authorization (RA) number as described above.

Force majeure: My Own Bag shall be excused from performing any of its obligations under this Contract which are prevented or delayed by any occurrence not wholly within the control of My Own Bag, including without limitation destruction or damage to the goods or manufacturing facilities used by My Own Bag or its vendors or suppliers, strikes or other labor matters, floods, fire, accidents, riots, war, terrorism, civil disturbance, explosion or any regulations, rules, ordinances or orders of any governmental authority, whether foreign, federal, state or local. If any such event shall occur, My Own Bag shall have the right to determine any reasonable formula of prorating under such circumstances and may terminate this order as to the undeliverable portion or may deliver when able.

Governing Law; Attorney Fees; Miscellaneous: This Contract shall be construed in accordance with and shall be governed by the laws of the State of California, excluding its principles of conflicts of law. The prevailing party in any dispute arising from or in connection with this Contract shall be entitled to recover from the other party all costs, expenses, and actual attorneys' fees relating to or arising from the enforcement or interpretation of, or any litigation relating to or arising from a breach of this Agreement. Attorneys' fees incurred in enforcing any judgment are recoverable as a separate item, severable from the other provisions of this Agreement, to survive judgment, and such fees shall not to be deemed merged into the judgment. The Superior Court of the County of San Francisco and/or the United States District Court for the Northern District of California shall have sole and exclusive jurisdiction and venue over all disputes arising between the parties under the Contract, and the parties hereto consent to personal jurisdiction over them by such courts. Any and all remedies conferred by this Contract shall not limit any other rights and remedies available to My Own Bag under applicable law. The rights and obligations of the parties under this Contract may not be assigned or delegated without the prior written consent of the other party, which consent may not be withheld unreasonably. This writing is intended by the parties as a final expression of their agreement on all terms set forth herein and is further intended to serve as a final, complete and exclusive statement of the terms of this agreement, superseding all other discussions, negotiations and agreements, whether written or oral. This Contract may not be modified except by a writing evidencing such a modification and signed by both parties. No waiver of an executor's portion of this Contract shall be valid and enforceable unless supported by consideration, in writing, and signed by the waiving party. If a court of competent jurisdiction finds any of the terms and conditions of this Contract unenforceable, the remaining terms and conditions of this Contract shall remain in full force and effect; terms and conditions found enforceable shall be revised and rewritten to the minimum extent necessary to make such terms and conditions enforceable.