



Proman Products, LLC

450 W Katella Ave, Orange CA 92867 Phone 714-288-2005 Fax 714-288-2712

Drop-Ship Agreement

Prerequisites:

The prospective client must have a store front or possess a completed website, and must provide Proman with a resale number.

Rights and Confidentiality:

Proman Products holds the right to restrict service of certain products or product lines to any of its clients. Both parties maintain the right to discontinue the vendor-client relationship and agreement (this contract) at anytime. All price lists are to be kept confidential. All product designs made by Proman are property of Proman Products. Only approved clients can use pictures in our website.

Channels:

Available drop ship items may be presented to end users via web sales or store front. Channels *not* allowed are E-Bay auctions, and E-Bay stores unless pre-approved.

Pictures:

Proman possess default pictures for our clients to use. The client is allowed to take their own pictures if he/she wishes, however Proman Products, LLC possesses the right disallow, discontinue, or bar any pictures it deems as inappropriate or misrepresentative.

Samples:

Clients who request samples are subject to charge at the regular wholesale price listed on the product catalog.

Shipments and Costs:

Orders will be received from the client and shipped directly to the addresses provided by the client. Products will be shipped via UPS, FedEx or USPS, of which can be specified by the client. Total costs will include purchase price for the item(s), shipping, and handling. Shipping costs may be billed either to the client or directly to the client's UPS or FedEx account number if specified. Handling fee is \$5.00 per order.

Customer Service:

Proman acts as a wholesaler, business-to-business company and hence will not perform the customer service directly with end users. However, missing parts or replacement of defect components can be supported by Proman. All other inquiries and concerns about the product shall go through our clients.

Returns, Replacements, and Refunds:

Clients must notify Proman Products of any returns or exchanges within 60 days of the product being received by the end user. After 60 days, Proman will provide replacement components, but will not accept Return Authorization requests.

In the event a customer wishes to return a product due to personal reasons, he will be responsible for both outbound and return shipping of the product and the handling charge. No restocking fee will be charged. All returns require a return authorization number, which will be provided to the client by Proman Products. The authorization number must be placed on the returned package. Refunds will be processed upon confirming receipt of the returned package.

In the event the entire product needs to be returned due to a manufacturer's defect, the product will be replaced at no cost to the customer. Proman will arrange for product pick-up at the customer's location.

Replacement parts will be delivered at no cost to the customer.

Orders:

In order to process your orders promptly, please submit orders to Promanproducts@hotmail.com or faxed to 714-288-2712. The orders should include, at minimum, the following information: Purchase Order Number, if applicable; ship to address; item number; quantity; and shipping method. Any special requests should be indicated on the order as well.

Invoices will be e-mailed to the client, unless specified otherwise.

Note: In order to maintain the quality of web reseller, drop ship customer is required to place at least one order per quarter (90 days) to maintain the status. New customer will have 180 days to place its first order to activate the new account.

By signing below, you agree to the terms of the agreement.

(Signature)

(Print name)

(Date)