

Hexir LLC

Terms of Wholesale

Opening A Wholesale Account

While initial orders will be processed on a C.O.D. basis, anyone ("Customer") interested in ordering from Hexir LLC ("Hexir") must return a completed Account Application (along with copies of a Resale Certificate, Business License and a Driver's License or other photo I.D.) to wholesale@hexir.com

Eligibility

By placing an order with Hexir, the customer attests that he/she is of legal Adult age and is legally authorized to open an account with Hexir and to purchase the items which the customer is ordering. Hexir does not sell directly to hobbyists. Orders will not be accepted unless the customer is engaged in a legitimate business activity dealing with product lines carried by Hexir and is purchasing products from Hexir strictly for resale. Proof of such activity may be required for each order form submitted.

Ordering Deadlines/Shipping

Orders placed prior to 2:00P.M. (local warehouse time) will usually be shipped same day, while orders placed after 2:00 P.M. (local warehouse time) will usually be shipped next business day. Please consult with your Hexir Sales Representative for current freight policies and rates

Payment Terms/Credit Guidelines

All new customers will be notified of current methods of payment accepted by Hexir. Current methods of payment accepted are Credit Card and PayPal, both of which have a processing fee of 3%.

Hexir reserves the right to suspend the shipping of product if an account balance exceeds the established customer credit guideline. Unless written authorization is granted, all domestic orders are shipped cash on delivery, and all international orders must be prepaid in full.

Notwithstanding the foregoing, in some instances prepayment of domestic orders may also be required.

COD customers receiving their shipments via UPS will have a COD tag attached

To each box for a period of at least 3 months, or until a change in terms has been authorized by Hexir.

Money Order writing privileges and extended terms are available, and may be obtained by submitting a written request, (an up-to-date Account Application, tax returns, financial statements, and other information as may be required by

Hexir) to Hexir's Credit Department. Businesses lacking a significant credit history can earn money order writing privileges and/or limited credit through a history of good payments to Hexir and/or other suppliers, but should receive product from Hexir for a minimum of 90 days before requesting a change in terms.

Customers are required to make payments with in designated terms. Invoices not paid within terms will be subject to a late payment fee of 1.5%per month on the outstanding balance. Customers are also liable for an additional 33% of their balance owed should it become necessary for Hexir to refer their account to a collection agency or attorney. Checks returned to Hexir for any reason are subject to a \$25.00 service charge, and returned checks or any other failure to pay in part or in full, may, at Hexir's sole and absolute discretion, result in the suspension or cancellation of shipments, loss of check writing privileges and/or extended terms, and/or the termination of the customer's Account Application and Hexir's agreement to ship product to the customer.

Upon the consent of Hexir, arrangements can be made to pay for purchases via Wire Transfer to Hexir's bank (the preferred method for international customers) or via credit card (VISA or MasterCard only) or Western Union. Both methods must be preapproved. Pricing is based on cash payments. Paypal and Credit Card payments will be charged about 3% more on fees from published in the current Hexir catalog. Any of other fees that incurred for payment will be charged and passed to customer. Call Hexir's Credit Department for additional details.

Hexir reserves the right to reduce, reject or cancel orders from any customer due to insufficient credit history, delinquent payments, refusal to accept merchandise ordered, (including preordered merchandise), and other reasons as determined by Hexir. Prepayment, deposit, and/or security for payment may also be required, at Hexir's sole discretion.

Damages

Customers shall not deduct the cost of damaged merchandise from their payments. Hexir will immediately issue a return authorization for damaged product if reported to an Hexir sales representative within 24 hours of the customer's receipt of the shipment. Once the product is received by Hexir, a credit will be issued for the damaged product. Customers should examine packages for visible damage and note any apparent problems before signing for a shipment. Doing so will assist Hexir in processing the customer's credit and will enable Hexir to recover the cost of damaged product from the carrier. Domestic Shipments are made "F.O.B. Destination", meaning that title to the product and risk of loss and damage remain with Hexir until the product reaches the customer's facility. The customer should always check for visible damage caused in shipping and note any apparent problems before signing for a shipment, as this will assist Hexir in recovering the cost of damaged merchandise from the shipping company. Except where Hexir is the importer of record, International Shipments are made "F.O.B. Beyond U.S. Jurisdiction" meaning that Hexir retains title to the merchandise and bears risk of loss and damage until the merchandise is beyond the territorial jurisdiction of the U.S., at which point title passes to the customer who then bears risk of loss and damage and who also becomes responsible for duties, sales tax and all other associated import fees. In cases where Hexir is the importer of record, shipments are made F.O.B. destination.

Shortages and Overages

Customers shall not deduct the cost of shorted merchandise from their payments. Hexir will issue a credit memo for any unfilled or shorted product if reported to a Hexir sales representative within 24 hours of the customer's receipt of the shipment. Also, Hexir appreciates the customer's honesty in reporting the receipt of any merchandise for which the customer is

not billed, and will reimburse the customer for the freight costs incurred when returning such overages.

Returns/Order Adjustments

The customer acknowledges and assumes the risk that due to the nature of the products purchased from Hexir, variations in such products, including but not limited to, changes in the scheduled ship date, author, illustrator, publisher, character(s) and subject matter may occur. Despite such variations, all merchandise is sold by Hexir on an on-returnable basis unless otherwise authorized in writing by Hexir.

Allocations

If orders from customers exceed the amount of product made available to Hexir by its suppliers, Hexir reserves the right to allocate the available merchandise, at its sole discretion.

Conditions of Sale

All orders by customers are binding upon acceptance by Hexir and cannot thereafter be cancelled or reduced by the customer. By submitting an order as provided herein, the customer agrees to be bound by the Terms of Sale. In the event there is any discrepancy between these Terms of Sale and any purchase order, acknowledgement, or other documentation issued by the customer, these Terms of Sale shall control.

Failure of customer to take immediate delivery of merchandise when made available by Hexir, or failure to pay for merchandise when due, shall be deemed breach of contract which may, at Hexir's sole discretion, result in legal action and/or held shipments and/or cancellation of outstanding orders and/or loss of check writing privileges and/or loss of credit terms and/or the exercise of any other rights of Hexir under these Terms of Sale and/or any other available remedy at law or in equity. In addition to any other remedy available to Hexir, any customer who refuses to accept ordered merchandise, or who, by his payment delinquency or any other cause, forces Hexir to suspend shipments to the customer, shall be liable to Hexir for a 50% cancellation charge for all merchandise the customer has ordered, regardless of its status. Hexir shall restock all merchandise the customer has ordered, and the customer shall not be entitled to receive any of said merchandise unless payment in full is made to Hexir within

two (2) weeks of the customer default. Furthermore, any product ordered by the customer and shipped from Hexir that may be confiscated or held by customs due to importing regulations is solely the responsibility of the customer. Additionally, the Hexir customer shall be liable for freight costs (refused UPS shipments which Hexir reshipped are subject to a \$10 per box service charge) and any other fees associated with all outstanding orders and/or the breach including, but not limited to, legal fees and court costs. Customer further authorizes Hexir, irrevocably, to appoint any attorney designated by Hexir or clerk of any court of record to appear for the customer in said court, and confess judgment against the customer without process in favor of Hexir for all sums owing including the value of all outstanding orders placed with Hexir, costs of suit and reasonable attorneys' fees, hereby expressly waiving all benefit under the exemption laws of any state in which the customer operates and waives all errors in any said proceedings, and consents to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. The authority and power to appear for and enter judgment against the customer shall not be exhausted by one or more exercise thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto.

Liability Disclaimer

The information contained in Hexir publications, including but not limited to prices, content, availability, suitability for nonmature users, product safety, and release or shipment dates, is based solely on information Hexir receives from the suppliers of the product. Hexir makes no representation or warranty as to the accuracy of this information, and is not liable for any claims or losses resulting from any inaccuracies contained therein or the customer's sale of the product. All warranties, conditions, representations, indemnities and guaranties, whether express or implied, arising by custom, prior oral or written statement by Hexir or otherwise (including, but not limited to, any warranty of merchantability or fitness for a particular purpose) are expressly excluded and is claimed. Hexir reserves the right to cancel orders, at any time and from time to time, for any merchandise, without responsibility therefore, in whole or in

part, for good cause including manufacturers' cancellation, unacceptable delays, poor quality, or insufficient orders. In the event that Hexir does not receive merchandise from its vendor within 30 days of the last day of the anticipated ship month (or 90 days for some products), any orders for such merchandise may, at Hexir's sole discretion, either be (i) cancelled by Hexir or (ii) shipped to the customer subject to return privileges, provided Hexir's vendor offers such return privileges to Hexir. Occasionally, Hexir may find it necessary to change pricing and/or discounts after customers' orders are received. In these instances, customers shall have the right to reduce or cancel orders on those items affected. Such reductions/cancellations must be requested by customers within 72 hours of notice of the change.

Hold Harmless

The customer hereby agrees to indemnify and hold Hexir, its agents, affiliates and subsidiaries harmless from and against any loss, damage or expense suffered by Hexir, including reasonable attorneys' fees and costs, by reason of (i) breach by the customer of any warranties or agreements contained herein, (ii) any act or omission of the customer, (iii) any claim, cause of action or lawsuit arising from the sale, use, storage, transportation or handling of the merchandise sold hereunder, or (iv) any settlement, judgment or payment with respect to any of items (i), (ii) or (iii) hereof.

Governing Law

All legal disputes arising as a result of or with respect to these Terms of Sale will Be governed and settled by the laws of the State of Ohio, excluding the conflict of law rules of that state and the customer agrees that jurisdiction and venue shall rest exclusively within the courts of the State of Ohio including the United States District Court for the District of Ohio.

Entire Agreement

These Terms of Sale are intended to be the final, exclusive and complete statement of the terms of the agreement between the customer and Hexir. Neither trade usage nor any terms and conditions that may be contained in any acknowledgment, purchase order or other documentation of the customer, nor course of

prior dealing between the parties shall affect or modify these Terms of Sale. Upon receipt by Hexir of the customer's order, these Terms of Sale shall constitute the entire agreement between the parties and may not be modified or rescinded except by a writing signed by Hexir. If any part, term, or provision of these Terms of Sale are held to be invalid or unenforceable, the validity of the remaining portions shall not be affected and the invalid provision shall be deemed excluded from these Terms of Sale.