

ELDORADO

E-COMMERCE ORDER AGREEMENT

Dec 2019

THIS E-COMMERCE ORDER AGREEMENT (the “Agreement”) is entered into effective on the last date set forth on the signature page below, by and between, Eldorado Trading Company (“Eldorado”) and the CUSTOMER (“CUSTOMER”) whose signature appears on the signature page below.

BACKGROUND

- A. CUSTOMER desires to have Eldorado provide certain product order fulfillment services on behalf of CUSTOMER, pursuant to which Eldorado will ship certain products to the purchaser (the “CONSUMER”).
- B. Eldorado agrees to provide certain product order fulfillment services pursuant to the terms and conditions of this Agreement.

AGREEMENT

Subject to the terms and conditions set forth below the parties hereto agree as follows:

1 LEGAL COMPLIANCE:

CUSTOMER agrees to provide age screen and to comply with all international, federal, state and local laws and ordinances with respect to CUSTOMER’S business operations. CUSTOMER must supply a sexually oriented content warning and age verification which states that if the person viewing the website is under the specified applicable minimum legal age, or is offended by sexually oriented products and/or graphics in any way, they must immediately disconnect from CUSTOMER’S website. CUSTOMER shall be solely responsible for verifying the applicable minimum legal age as it applies to CUSTOMER’S operations and for clearly specifying the applicable minimum legal age on CUSTOMER’S website.

CUSTOMER represents and warrants to Eldorado that CUSTOMER has full legal authority to conduct its business operations, and that CUSTOMER conducts and will continue to CONDUCT its business operations in compliance with all applicable international, federal, state and local laws and ordinances.

2 ORDER PROCESSING; SHIPPING; BILLING; PAYMENT; CLAIMS:

Order Processing

CUSTOMER acknowledges and agrees that all shipments are sent out at the CUSTOMER’S direction and responsibility. Eldorado ships the orders to the purchaser (the “CONSUMER”) as per the instructions of CUSTOMER. Orders shipping to the CUSTOMER address are considered wholesale orders and are subject to Minimum order restrictions. Each box will include an unpriced packing list for the CONSUMER detailing the item code, item description, quantities, and shipping instructions (i.e. UPS ground, 2day, 3day, etc.).

Domestic orders are shipped using the Ship Via mode submitted on the order as per the CUSTOMER’S instructions. International orders are shipped U.S.P.S., UPS Canada, Worldwide Expedited or Fed Ex Intl Economy. Orders shipped to residential addresses, include instructions specifying that deliveries may be left at the CONSUMER’S shipping address without a signature. If in transit loss occurs, Eldorado will ship a replacement order, credit the CUSTOMER account and file a claim with the carrier. Transit loss is determined by the specific carrier the order

was shipped by. For packages indicated as delivered by the carrier, the CUSTOMER assumes responsibility for the loss and must place a new order with Eldorado.

Shipping

All shipments under this Agreement shall be F.O.B. Eldorado's shipping facility. Title and risk with respect to all orders and products shipped by Eldorado under this Agreement shall pass to CUSTOMER and/or CONSUMER upon delivery of the products.

In the event of additional customs fees, duties, fines, return shipping charges, or products being confiscated or destroyed by governmental authorities, the CUSTOMER accepts total responsibility as part of the cost of doing business.

On international shipments, if the carrier is unable to collect the duties and taxes from the CONSUMER, the carrier will be instructed to deliver the package(s) and submit invoice to Eldorado. Eldorado will in turn invoice the CUSTOMER. If the carrier is unable to deliver the package, the carrier contacts Eldorado and we instruct the carrier to destroy package(s) in field (DIF) if determined more cost-effective than returning. The CUSTOMER will be notified of the DIF package, and a credit will not be issued.

The price of drop shipping for internet/ mail order businesses is as follows:

Wholesale price of product + shipping (handling fees are included in shipping)

FedEx and UPS charge an additional residential delivery fee that can include DIM shipping rates.

Exact shipping charges are not available until your invoices are emailed to you the day after shipping.

Billing

Consolidated invoices will be emailed to the CUSTOMER each day for the orders shipped the previous day. The CUSTOMER'S credit card will be billed the total amount of the consolidated invoice at the end of the business day. Denial of charges by the card issuing bank or non-payment for services will suspend fulfillment services after 24 hours' notice until the payment is received. It is the CUSTOMER'S responsibility to monitor their credit card balances and notify Eldorado if there are billing changes.

Payment

The Undersigned personally guaranty the payment of all sums, balances and accounts due to Eldorado by the CUSTOMER including and collection charges and or attorney's fees or court costs. It is understood that the monies owed on invoiced documents are for product(s) sold to and ship on behalf of the CUSTOMER to the CONSUMER.

3 PURCHASER PRODUCT UPDATES API:

Eldorado will use its best efforts to provide information to the CUSTOMER on new products, pricing changes, and discontinued or closeout items as soon as reasonably possible after such information becomes available.

API

While drop shipping is available through business-to-business websites, such as Eldorado.net, it is recommended CUSTOMERs submit orders electronically through Eldorado's API functions. CUSTOMER'S using the API functions can access tracking information, product data and images via FTP access. The CUSTOMER can also do live inventory quantity queries electronically to reduce back order situations.

Eldorado recommends you integrate your preferred carrier's shipping API into your shopping cart to get the most accurate shipping cost.

4 ORDER STATUS AND INQUIRIES:

Eldorado will provide the order status to CUSTOMER, for orders not designated as priority orders, within 48 hours from order receipt by Eldorado. Order status information will include shipping date, tracking number, weight, number of boxes, and other pertinent information.

For priority orders (i.e. same day shipping), Eldorado will use its best efforts to notify CUSTOMER immediately of delay.

To request information regarding order status, CUSTOMER should provide Eldorado with the following information: Order number, CONSUMER name, address, items ordered and date ordered.

Order tracking information is available at the end of each shipping day. Information through the API connection is updated several times throughout the day with tracking information for CUSTOMER to access.

To track an order online at www.ups.com, www.fedex.com, www.usps.com or WWW.UPSMI.com click on tracking, and follow instructions.

5 BACKORDERED ITEMS:

Eldorado will use its commercially reasonable best efforts to keep CUSTOMER informed of items out of stock and/or unavailable, and to provide CUSTOMER with accurate expected arrival dates on out of stock items.

Orders received by Eldorado, which include out of stock items, will be handled at the CUSTOMER'S direction in one of the following ways:

Items in stock will be shipped immediately, while out of stock items will be shipped upon receipt of the product. Additional shipping charges will be incurred by the CUSTOMER

Eldorado will provide a substitute if reasonably available. Substitutions are made at the direction of the CUSTOMER only. Any dissatisfaction by the CONSUMER is the responsibility of the CUSTOMER. Eldorado will credit the CUSTOMER for the return of unopened, shelf restock able product only (shipping and processing fees are non-refundable). Product changes to orders must be made the same day to avoid multiple shipping fees and/or restocking fees

Cancel the out of stock item from the order and ship the remaining in stock items.

6 CREDITS AND/OR RETURNS:

For hygienic reasons, Eldorado will not accept non-defective exchanges on any item that has been opened, used, or worn – no exceptions.

In the event of a shipment error on the part of Eldorado, a credit memo will be issued or the correct product will be shipped at Eldorado's expense. If Eldorado requests the product to be returned, CUSTOMER shall have the CONSUMER return the product to Eldorado. Eldorado will credit the CUSTOMER for the return so the CONSUMER can be credited by the CUSTOMER. Credit will be issued for the product, shipping charges if applicable, and processing fee on restockable products.

Eldorado will issue a credit or replace a manufacturer's defective or damaged item, within the first 30 days from date of delivery to the CONSUMER. The item will be replaced with the same item only. CUSTOMER should

instruct the CONSUMER to throw away the defective or damaged item. Replacement is issued for defective item(s) only and shipped to the CONSUMER at no cost.

In the event Eldorado receives unauthorized returns by the CONSUMER, CUSTOMER will be notified of the product return Eldorado will dispose of product at time of notice. It is the sole responsibility of the CUSTOMER to inform the CONSUMER of the same. No credit will be issued for product or processing fees.

If items are damaged in shipment, or have evidence of damage to the exterior shipping box, the CONSUMER must request information from the carrier on the procedure for filing a claim. The carrier shall provide information to PURCHASER on how to file a claim with CUSTOMER to be reimbursed for damages through the carrier. The CUSTOMER is required to file the replacement claim through Eldorado.

Returned orders due to incomplete address or non-deliverable address will be subject to a 20% restocking fee.

7 RESTRICTIONS:

It is the CUSTOMER'S responsibility to gain legal knowledge of areas or countries where particular products are restricted. Eldorado strongly recommends that CUSTOMER consult with an attorney prior to establishing guidelines.

Orders that are returned by local, state or customs officials will be credited to the CUSTOMER only if products being returned are undamaged and restocked. Credit will be for product only; processing and shipping charges are not credited in this situation.

8 MANUFACTURER POLICIES / MAP AGREEMENTS

Eldorado supports all Manufacturers and Retailers that provide retail policies including MAP (Minimum Advertised Price), shipping restriction and selling platform policies set by exclusive and non-exclusive Brands that Eldorado carries. Many MAP agreements restrictions can include

- No sales on 3rd party websites (Amazon, eBay, ect)
- Authorized Dealers only – these are chosen by their reputation in honoring MAP policies
- Shipping restricted sales outside the Continental US or North America

Eldorado requests that ALL companies update accounts with any changes made at any time to the follow information

- Company Name change
- DBA (Doing Business As)
- Change of Ownership
- Additional websites
- URL changes- ALL 3rd party storefront names including Amazon, eBay or any 3rd party sites.

9 TERMINATION

This Agreement may be terminated by Eldorado for convenience at any time ~~in~~ at its sole discretion. In the event Eldorado terminates this Agreement, Eldorado shall provide written notice to CUSTOMER of such termination and Eldorado shall have no further obligations to CUSTOMER.

10 EXCLUSION OF WARRANTIES:

ELDORADO DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS THAT IT SHIPS UNDER THIS AGREEMENT, AND DISCLAIMS ANY SUCH WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

11 LIMITATION OF LIABILITY:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ELDORADO OR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Eldorado's maximum aggregate liability hereunder (whether for breach of contract, tort, strict liability or otherwise) shall be limited to the amounts actually paid to Eldorado under this Agreement.

12 INDEMNIFICATION:

CUSTOMER agrees to indemnify, defend and hold harmless Eldorado and its principals, members, partners, officers, directors, employees, representatives, agents, and affiliates, from and against any and all damages, claims, losses, demands, costs, or expenses (including reasonable attorneys, fees and costs), arising out of or related to: (1) Eldorado's provision of its services pursuant to this Agreement; (2) CUSTOMER'S breach of this Agreement or any of the representations or warranties contained herein; (3) the actions or omissions of CUSTOMER, its directors, officers, employees, subcontractors or agents; and/or (4) CUSTOMER'S failure to comply with applicable international, federal, state, or local laws or ordinances. The foregoing indemnification shall survive any termination or the expiration of the term of the Agreement. Eldorado will have the right to participate in the defense of any such claim through counsel of its own choosing.

13 INTELLECTUAL PROPERTY:

CUSTOMER hereby represents and warrants that it has the full right and authority to use any names or marks used in association with its business operations and hereby specifically indemnifies and holds Eldorado harmless from any claims that may be raised by third parties in association with Eldorado's use of the names and marks that CUSTOMER may direct Eldorado to use in association with its provision of the services hereunder. CUSTOMER grants Eldorado a limited license to use such marks as may be necessary to accomplish the services of Eldorado hereunder.

14 MISCELLANEOUS

Force Majeure. The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of an act of God, strike, labor dispute, war, fire, earthquake, act of public enemies, acts of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event.

Notice. All communications, notices, requests, consents or demands given or required under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to, or received by prepaid registered or certified mail or recognized overnight courier addressed to, or upon receipt of a facsimile sent to, the party for whom intended to the address set forth on the signature page below.

Assignment. Neither this Agreement nor any rights hereunder may be assigned without the prior written consent of the other party hereto.

Modification and Amendment. No modifications or amendments will be made to this Agreement unless in writing and signed by the parties.

Waiver. No delay or failure on the part of either party in the exercise of any right or remedy arising from a breach of this Agreement shall operate as a waiver of any subsequent right or remedy arising from a subsequent breach of this Agreement. The consent of any party where required hereunder to any act or occurrence shall not be deemed to be a consent to any other act or occurrence.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect.

Survival of Obligations. The respective obligations of the parties which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement will survive.

Headings. The headings herein are inserted only as a matter of convenience and reference, and in no way define or describe the scope of the Agreement, or the intent of any provisions hereof.

Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado without regard to the choice of law rules therein, and each of the parties hereby consent to exclusive personal jurisdiction in the state and federal courts of Colorado.

Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior oral and written communications, agreements and understandings with respect to the subject matter herein contained. Any pre-printed terms and conditions on orders, invoices, or other documents will be invalid to the extent of any conflict with the terms and conditions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument, notwithstanding the fact that all parties are not signatory to the same original or counterpart.

PURCHASER NAME _____

BUSINESS Name _____

ADDRESS _____

_____ ELDORADO REPRESENTATIVE NAME

_____ DATE