



## Wholesale Account Application

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If you are interested in a wholesale account, please submit the following form. Please allow up to 1 week for processing. We will contact you with further information if we are able to do business at this time. If your business does not fit the current criteria, we will keep your contact information on file for future use.

To qualify for a wholesale account, your business must meet the following requirements:

### **1. Maintain Current Business Information**

Maintain accurate and up-to-date company information throughout the term of your reseller relationship with Magna-Tiles®. For example, if contact information changes, you open a new store location or change your name, notify us immediately.

### **2. Disclose All Locations that Carry Magna-Tiles® Products**

Qualifying retail locations can only be one of the following: your brick-and-mortar store(s), your commerce-enabled website, or temporary storefronts (events, pop up stores, etc)

### **3. Sell on Approved Retail Websites Only**

Must only take orders via publicly accessible ecommerce enabled web pages hosted on approved websites owned and operated by your company.

Selling on 3rd party sites (ebay, etc), drop-ship accounts (Buy.com, Newegg.com, Overstock.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, etc.) or direct messages on forums is strictly prohibited. Selling on Amazon.com under your company name requires approval. Selling on Amazon using Fulfillment by Amazon (FBA) services is strictly prohibited.

### **4. Report Sell-Thru**

Be prepared to report sell-thru information by SKU & approved retail location upon request.

### **5. Abide by Magna-Tiles® Trademark & Brand Policy Guidelines.**

Must agree to comply with Magna-Tiles® and Magna-Qubix® Trademark and Brand Policy and represent yourself as an authorized retailer in all online advertising and sales collateral.

Setting up businesses, registering domain names, or social media usernames that contain any of Magna-Tiles® or Magna-Qubix® trademarks is strictly prohibited.

Do not use unapproved marketing materials (such as photos & copy) for Magna-Tiles® or Magna-Qubix® products. Do not advertise Magna-Tiles® or Magna-Qubix® products in ways that violate the terms of these Reseller Requirements or Minimum Advertised Price Policy.

### **6. Magna-Tiles® Minimum Advertised Price Policy**

Ensure you understand and abide by MAP Policy. (Please see separate document)



**7. Sell to Customers within Assigned Geographic Territory Only**

Do not sell or ship Magna-Tiles® or Magna-Qubix® products to international customers and/or outside of your country.

**8. Sell to Retail Consumers Only**

Do not sell Magna-Tiles® or Magna-Qubix® products to other retailers, B2B accounts, wholesalers, or freight forwarders. Please sell to your end consumers only.

**9. Only Purchase Magna-Tiles® and Magna-Qubix® Products Directly From Magna-Tiles®**

Do not buy Magna-Tiles® or Magna-Qubix® products from other retailers, or from sources not explicitly endorsed by MVW Holdings, Inc.

**10. Only Sell Magna-Tiles® and Magna-Qubix® Products in Original Packaging**

Do not alter or bundle original Magna-Tiles® or Magna-Qubix® packaging in any way prior to reselling products.

Removing Magna-Tiles® or Magna-Qubix® products from packaging and reselling in different packaging or under a different name is strictly prohibited.

**11. No Bundling Magna-Tiles® or Magna-Qubix® Products**

Do not integrate products into your own, or 3rd party products, and sell as bundles without a license from MVW Holdings, Inc.

**12. Obey the Law, Abide by Policy Rules**

Comply with all applicable laws, rules, regulations & policies related to advertising, sale & marketing of Magna-Tiles® and Magna-Qubix® Products.

**13. Support our Branded Online Community and Abide by our Social Media Guidelines**

Do not create social media profiles or usernames that contain any Magna-Tiles® or Magna-Qubix® trademarks.

**14. Demonstrate Your Magna-Tiles® and Magna-Qubix® Expertise and Serve Customer Needs**

Demonstrate that you and/or your employees understand how to successfully introduce products.

Provide a level of sales support and customer support for our customers that, at minimum, demonstrate industry best practices.

**15. Obey the Law, Abide by Policy Rules**

Comply with all applicable laws, rules, regulations & policies related to advertising, sale & marketing of Magna-Tiles® Products.

**Failure to comply with all of the terms in Magna-Tiles® Wholesale Account Requirements will result in account suspension or termination of your account.**



\* US, Canada: By submitting this form, I understand and agree to follow all Magna-Tiles® Requirements and Responsibilities and would like to complete the Wholesale Account Application.

*By signing below, I acknowledge that I have read and agree to the above wholesale terms and conditions.*

**Signed By:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank you for your interest in becoming a Magna-Tiles® Authorized Retailer! Please fill out the form below and an account representative will be in contact with you if we are able to open your account at this time. Please note new brick-and-mortar accounts may be asked to provide storefront images and store interior images.

**Account Information**    New Retailer    Existing Retailer

Company Name	
DBA	
Main Contact Name	
Main Contact E-mail	
Store Telephone Number	
Fax Number	
Federal/Country Tax ID	
State Tax ID	
Sales Rep Name	

**Billing Information**

Country	
Address 1	
Address 2	
City	
State	
Zip Code	

**Accounts Payable Information**

A/P Contact Name	
A/P Contact Telephone	
A/P Contact Email	



**Shipping Information** - Check if same as billing

Country	
Address 1	
Address 2	
City	
State	
Zip Code	

*Shipping address must be a brick-and-mortar or warehouse address. We do not ship to residential addresses.*

**Shipping Requirements**

Loading Dock: Yes  No  Able to receive Freight Shipments: Yes  No

Receiving Hours: \_\_\_\_\_ Delivery Appoint Required: Yes  No

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

Shipping Contact Email Address: \_\_\_\_\_

Magna-Tiles ships via UPS Ground, if you wish to use your carrier or account number, please fill the below information.

**UPS Collect #:** \_\_\_\_\_

**FedEx Ground #:** \_\_\_\_\_

*Please submit a routing guide if available to [orders@magnatiles.com](mailto:orders@magnatiles.com)*

**Terms**

Opening orders ***require*** prepayment at the time of shipment. Order minimum is 1 case pack of any item, Magna-Tiles does not break case packs.

Please provide the following payment information:

**Name on Credit Card:** \_\_\_\_\_

**Credit Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_ **CVC:** \_\_\_\_\_

*Please call our office at 708-246-7209 if preferred to provide payment information over the phone.*



**Trade References**

Two references are **required** in addition to signing the agreement. Trade references will be reviewed by our accounting department and will notify the accounts AP department of approval for Net 30 Terms on future orders.

<b>Trade Reference #1:</b>	
Company / Name	
Phone	
Fax	
Account Name	
<b>Trade Reference #2:</b>	
Company / Name	
Phone	
Fax	
Account Name	

**Additional Information**

Year Established	
Company Website	
What other products do you sell?	
Do you sell products on the Internet?	Yes / No
Please list all websites, web names, and seller accounts that you do business on or under including sites such as Amazon, eBay, or other online 3 <sup>rd</sup> Party Marketplaces	

**Please use this space for additional comments/information:**

*By signing below, I acknowledge that all information provided on this application are true and complete.*

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Minimum Advertised Price Policy

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Dear valued customer,

In order to protect the investment of our high-quality retailers, Magna-Tiles® has adopted a MINIMUM ADVERTISED PRICE POLICY (MAP Policy). Magna-Tiles® has established this MAP Policy due to the fact that reseller advertising and sales practices that promote our products primarily on the basis of price could be detrimental to resellers' service and support efforts and competitive position. Such activities can be harmful to our brands' reputation and competitiveness, and allow some resellers to take advantage of the service and support efforts of others. Magna-Tiles® believes that these practices are unfair and thus discourages such efforts.

Magna-Tiles® will not do business with any reseller, as to the products covered by this MAP Policy, if that reseller intentionally advertises any MAP Product below its MAP Price. Magna-Tiles® is confident that this program will strengthen its competitiveness and benefit all of its resellers.

### Policy and Guidelines

1. Magna-Tiles® reserves the right, in its unilateral discretion, to take other action with respect to any seller that violates this MAP Policy.
2. The MAP Policy will be enforced by Magna-Tiles® in its sole discretion.
3. Magna-Tiles® recognizes that any authorized account can make its own decisions to advertise and sell any Magna-Tiles/Magna-Qubix brands products at any price it chooses without consulting or advertising Magna-Tiles®. Magna-Tiles® similarly has the right to make its own independent decision regarding product allocations and retailer participation as a member of the Magna-Tiles® Wholesale Account Program - at any time.
4. Magna-Tiles® will maintain an updated MAP Products list of those products that fall under this MAP Policy. Magna-Tiles® reserves the right to update or modify this list at any time.
5. All products will have a MAP retail price. Listing a price other than the MAP retail price next to the featured MAP Product in any advertising will be viewed as a violation of this MAP Policy. This MAP Policy applies to all advertisement of MAP Products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazine catalogues, mail order catalogs, internet, or similar electronic media including websites, forums, email newsletters, email solicitations, television, radio, and public signage. Such website features as "click for price", automated "bounce-back" pricing emails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart, and other similar features are considered to be communications initiated by the retailer (rather than the customer) and this constitutes "advertising" under this MAP Policy.
6. From time-to-time Magna-Tiles® may permit retailers to advertise MAP Products at prices lower than the MAP retail price. In such events, Magna-Tiles® reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time.



7. It shall be a violation of this MAP Policy to include in any advertising for Magna-Tiles® brand products any additional discount, coupon, gift card, or incentive (whether in the form of a special event, promotion, term of doing business or otherwise) that translates into an immediate price reduction, where the cumulative effect would be to reduce the advertised price of any MAP Product below MAP.

8. If a reseller with multiple store locations violates this MAP Policy at any particular store location, then Magna-Tiles® will consider this to be a violation by all of the reseller's locations.

9. Although resellers remain free to establish their own resale prices, Magna-Tiles® reserves the right to cancel all orders and indefinitely refuse to accept any new orders from any resellers following Magna-Tiles®'s verification that such reseller has advertised any MAP Products at a net retail sales price less than the then-current MAP retail price established by Magna-Tiles®, or if retailer has violated this policy in any other way.

Item #	Product Description	MAP Price
# 22850	Dino World XL 50-Piece Set	129.99
# 22840	Dino World 40-Piece Set	79.99
# 22805	Dinos 5-Piece Set	49.99
# 22125	Farm Animals 25-Piece Set	39.99
# 22225	Forest Animals 25-Piece Set	39.99
# 02132	Classic 32-Piece Set	49.99
# 04300	Classic 100-Piece Set	119.99
# 12148	Deluxe 48-Piece Set	74.50
# 18332	House 28-Piece Set	49.99
# 20925	Safari Animals 25-Piece Set	39.99
# 21225	Jungle Animals 25-Piece Set	39.99
# 21125	Arctic Animals 25-Piece Set	39.99
# 21632	Builder 32-Piece Set	49.99
# 18716	ICE 16-Piece Set	29.99
# 18816	Glow 16-Piece Set	29.99
# 18915	Stardust 15-Piece Set	29.99
# 18840	Freestyle 40-Piece Set	74.50
# 16022	Cars 2-Piece Expansion Set	14.99
# 15718	Polygons 8-Piece Expansion Set	19.99
# 15816	Rectangles 8-Piece Expansion Set	24.99
# 20110	Metropolis 110-Piece Set	129.99
# 20200	Storage Bin & Interactive Play-Mat	24.99
# 18029	Magna-Qubix® 29-Piece Set	29.99
# 19785	Magna-Qubix® 85-Piece Set	69.99

*By signing below, I acknowledge that I have read and agree adhere to Magna-Tiles MAP Policy.*

**Signed By:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Shipping Policy

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### SHIPPING

UPS Ground is the standard carrier for all shipments (delivery within 3-5 business days). If you have an account with UPS you wish to use, please provide your UPS Account Number. If a UPS account number is not provided, all shipments will be billed freight pre-paid. We reserve the right to ship any shipment 300+ lbs. via an LTL carrier.

### CLAIMS FOR DAMAGES OR SHORTAGES

Loss claims for visible and/or hidden damage in the shipment are the responsibility of the customer and must be made to the freight carrier immediately. To ensure claims are approved, any damages or shortages must be reported to the driver and Magna-Tiles at the time of delivery before the driver leaves. Magna-Tiles will not issue a credit for shortage or damage claims that have not been reported to the transportation carrier and Magna-Tiles at the time of delivery. Shipments received on pallets must be checked before signing the bill of lading. Small Package (UPS) claims for shortages or damages must be reported within 5 days of receipt from delivery. All claims and shipment images must be submitted to [orders@magnatiles.com](mailto:orders@magnatiles.com)

### BACK ORDERS

All orders for items out of stock will be back ordered. Your sales representative will be able to keep you informed of the status of your back order. We do not contact the customer prior to shipment. Please contact your sales representative for any requested back-order changes or cancellations.

### WARRANTY

Warranties on merchandise are valid for 1-year against manufacture defects. Merchandise that has been replaced during the warranty period does not extend the warranty period past the original period. For further information please contact us at [info@magnatiles.com](mailto:info@magnatiles.com)

### Demos

Demos available upon request.

*Completed forms must be emailed to [orders@magnatiles.com](mailto:orders@magnatiles.com)*