

Action Wobble inc.
Wholesale Application

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AWi-Issued Account Number:

Action Wobble, inc. is pleased to introduce its wholesale program for Action Wobble™ Springs! Please fill out the one-time application below in order to open an account. **An Account is required for all wholesale orders.** Please note, the wholesale order minimum is 1,000 Springs.

Business Contact Information:

This information is confidential. All orders will be billed to the credit card on file upon shipping. An order form will be sent to you once your application has been approved. A signed order form with a signature matching the one below must be submitted to complete your first order. Your application will remain on file and each subsequent order form signature will be compared to your application for your security.

First Name:		Last Name:	
Address:		City/Town:	
Province/State:		Postal/Zip Code:	
Country:		Phone Number:	
Website Address: <i>(Blog or Facebook page)</i>		Fax:	
Does your business offer classes?		If so, size? Frequency? Topic(s)?	
# of units for your preliminary order:		Email Address:	

Payment Information

Cardholder's First Name:		Cardholder's Last Name:	
Billing Address:		City/Town:	
Province/State:		Postal/Zip Code:	
Credit Card Number:		Please Select Your Credit Card Type:	   
Credit Card Expiration:		Card Security Number:	

Shipping Information *(if different from above):*

Address:		City/Town:	
Province/State:		Postal/Zip Code:	
Country:		Phone Number:	

Would you like us to auto-ship every three months?

Once you have completed the application above, please review the attached Terms and Conditions and initial each page.

Application Acknowledgement Signature:

Print name:

Please sign and fax (949-209-3786) or email your completed application to Ogie Cayas, ogie@actionwobble.com

Terms and Conditions

Buyer(s) consent to the following Terms and Conditions:

Action Wobble, Inc. (USA),(herein after "AWi" and/or "Seller") acceptance of Buyer's orders is expressly made conditional on Buyer's assent to these terms and conditions. Unless otherwise agreed to in writing by all parties, the terms and conditions set forth on this buyer application, order confirmation and/or invoice supersede the terms and conditions of the Buyer's purchase order(s) and will govern all transaction between the Buyer and the Seller. These terms and conditions also apply to all future transaction unless modified in writing signed by all parties. Seller specifically rejects any terms or provisions which set any standards, specifications or damages related to quality and time of delivery. Buyer's acceptance of goods delivered by Seller in conjunction with this invoice, buyer application, or order confirmation is an acknowledgement by Buyer of its acceptance of these terms and conditions.

Notice of Defects/Returns:

The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 15 days after the receipt of merchandise. The Seller cannot be responsible for shortages when shipments are directed to a third party. It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order.

Modification of Goods:

Manufacturers of promotional materials and printers beware: modify the goods and you own them! Once goods are printed, affixed to a host substrate, custom packaged or altered in anyway, the Buyer cannot return or make a claim relating to such merchandise. The Seller is not responsible for fallout or loss during the affixing process. Goods modified by the Buyer, or modified by seller at the request of Buyer, may not be returned. Seller may agree, as an accommodation to Buyer, to purchase these items. Should seller make this accommodation, Buyer authorizes Seller to sell such goods and warrants that it has the right to sell such goods to Seller and releases and indemnifies seller from any liability related to labels, marks, designs or other intellectual property rights in anyway related to the sale or distributions of these goods.

Returns:

It is the responsibility of Buyer to inspect upon receipt, that all goods delivered match its order. A written authorization from the seller must be obtained by the Buyer for any returned product. All returns must be made within 15 days of receipt of goods. The Seller will charge the Buyer a 25% restocking fee with a \$ 5.00 minimum charge for any returned goods. Buyer authorizes seller to sell any product with Buyer's label, mark, custom, design or print that have been returned, rejected, or abandoned.

Acceptance of goods with Known Defects Waives Claims for Damages:

Buyer must notify Seller in writing of all claims for damages resulting from late delivery or any other defect that is known to Buyer at the time Buyer accepts the merchandise. Buyer hereby waives any claim for damages resulting from any defect Buyer is aware of, including late delivery, at the time Buyer accepts the merchandise.

Defaults:

It is understood that should the Buyer become Delinquent in payment, no further credit will be Extended and the Seller will charge the Buyer a past due service charge at the rate of 1 ½% per month (18% per annum), collection agency fees in the amount of 30%, and/or reasonable attorney's fees, and all other costs and expenses which may be incurred by the Seller in the enforcement of the terms and conditions set forth on this invoice, credit application, and/order confirmation. Any returned checks will be charged back to the Buyer, and a \$50 handling fee will be charged to the Buyer. If the Buyer's account is insured and the Buyer's account is turned over to a receivable insurance company for a claim, Seller can also charge the client an additional 30% of the principal amount due which is in default. It is understood that these charges are a reasonable estimation of the damages Seller will incur upon Buyer's default.

Jurisdiction:

Any transactions between the Buyer and the Seller are governed by the laws of California. To the extent that any court proceedings are commenced, the Buyer and any Guarantor hereby consent to the jurisdiction of the courts of Los Angeles County, California, for any claims or controversies arising in the sale of garments by the Seller to the Buyer. The Seller also reserves the right to sue the Buyer or its Guarantor in the province or state of its domicile. However, the foregoing shall not in any way diminish or limit the arbitration provisions set forth below.

EXCLUSION OF IMPLIED WARRANTIES:

THE BUYER RECOGNIZES THAT IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES IMPLIED ARE EXCLUDED FROM ANY TRANSACTION BETWEEN BUYER AND SELLER AND SHALL NOT APPLY TO THE GOODS SOLD BY SELLER. SELLER SHALL ALSO NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES.

No Responsibility:

Buyer acknowledges that Seller has no responsibility for any work performed by any vendor referred by Buyer and hereby waives any right to assert any claim against Seller for work performed by any other firm, including but not limited to claims for negligent referral, agency, or respondent superior.

Deterioration of Buyer's Credit:

The Seller has the right, in addition to other Remedies provided by law, to terminate any delivery or suspend further deliveries of other shipments in the event the Buyer fails to pay for any one shipment when the same becomes due. Should the Buyer's financial condition become unsatisfactory to the Seller, the Seller may require cash payments or satisfactory securities for delivery of goods.

Personal Guaranty:

In consideration of such credit extended and/or to be extended by AWi in its discretion to Buyer, or the release of goods paid by credit card or check, the individual(s) signing this invoice, credit/buyer application, other confirmation, or delivery receipt or check or credit slip (who, if more than one, shall be jointly and severally bound) hereby unconditionally guarantee(s) to AWi and its successors, endorsees, and assigns the punctual payment when due, with such interest as may accrue thereon either before or after any maturity(ies) thereof, of all debts and obligations of Buyer and any other party or parties, now existing or hereafter arising, as well as the performance and observance by Buyer of the terms, conditions, stipulations, and agreements of Buyer contained in this invoice, credit application, and/or order confirmation of AWi- This Guaranty will be continuing and irrevocable guaranty and indemnity for such indebtedness of Buyer. The undersigned do(es) hereby waive notice of acceptance of this Guaranty, notice of the occurrence of any default, presentments, demands, protests, and notices of any and all action at any time taken or omitted by Buyer regarding its indebtedness to AWi- The signer consent(s) to any modification or renewal of the credit hereby guaranteed. This guaranty shall bind the executors, administrators, and assigns of the undersigned and shall remain in force and effect unless and until canceled by written notice sent to Seller by registered mail, in which case it shall then be binding as to any balances still owing and outstanding as of the date of Seller receipt of such registered notice. This Guaranty also gives AWi the right to investigate credit from time to time of both Buyer and the Personal Guarantor(s), if deemed necessary by Seller.

Re-Selling Policies:

For the purposes of These Terms and Conditions, the phrase "decorated or embellished" shall mean "substantially modified by printing, embellishing, or decorating in such a manner as to clearly distinguish from AWi's product line." AWi shall have sole discretion to determine whether its goods have been sufficiently modified in such a manner as to clearly distinguish them from AWi's product line.

As a wholesale customer ("Buyer") of AWi products you agree to adopt and comply with the following re-selling policies as it pertains to all the AWi products:

1. Unless the products are decorated or embellished by Buyer or unless authorized by AWi in writing, AWi products will not be sold into the following channels or companies: retail stores, warehouse clubs, off-price retailers, internet retailers or entities intending to re-sell AWi products into these channels.
2. AWi products may be sold to consumers directly through Buyer's own web site or otherwise via the internet with notification in writing to AWi prior to commencing sales.
3. Buyer acknowledges the great value of the goodwill associated with AWi products and acknowledges that the AWi Trademarks and all the rights therein, and the goodwill attached thereto, belong exclusively to AWi. Buyer shall not use AWi trademarks, logos, or creative materials for any purpose without prior written approval from AWi.

AWi reserves the right to refuse to sell its products to any Buyer that in AWi's sole opinion, refuses to or fails to comply with the above outlined terms and conditions. Any violation of these terms and conditions will be subject to legal action.

ARBITRATION:**1. AGREEMENT TO BINDING ARBITRATION**

AWI and Buyer agree that upon the demand of either party, any claim or dispute between AWI and Buyer and/or any of either Parties' parent corporations, successor entities, present and/or former subsidiaries, divisions, and affiliated entities, as well as each of their present and/or former shareholders, directors, officers, employees, attorneys, agents, contractors and representatives ("Agents"), shall be determined by binding arbitration as set forth in this Agreement. AWI and Buyer hereby covenant not to file a lawsuit against each other in contravention of this Agreement.

The parties shall be entitled to all of the same remedies as those available for comparable actions in courts. The parties shall be entitled to be represented by independent counsel of their choosing.

Claims shall be submitted to and determined exclusively by binding arbitration as provided for by Sections 1 and 2 of the Federal Arbitration Act, in conformity with the California Code of Civil Procedure. Once a party exercises its right to

Arbitration as set forth below, Arbitration shall be the exclusive method for resolving any dispute; provided, however, that either party may request provisional relief from a court of competent jurisdiction, as provided in California Code of Civil Procedure section 1281.8.

2. KNOWING AND VOLUNTARY CONSENT TO BINDING ARBITRATION AND WAIVER OF RIGHT TO JURY TRIAL

AWI and Buyer hereby acknowledge that they have read and understand the terms of this Arbitration Agreement, and are voluntarily agreeing to its terms. AWI and Buyer also understand that by using binding arbitration to resolve disputes, they will be giving up any right they may have to a judge or jury trial.

3. CONFIDENTIALITY OF ARBITRATION PROCEEDINGS

AWI and Buyer hereby agree that any arbitration proceedings initiated hereunder shall be kept in the strictest of confidence, meaning that AWI and Buyer hereby agree not to file any lawsuit in contravention of this arbitration agreement, or otherwise disclose or cause to be disclosed to the media or any other third party (other than their respective attorneys and other agents who are directly involved in the dispute) the dispute(s) to be arbitrated hereunder, or any of the underlying facts and circumstances relating to such dispute(s), unless otherwise allowed by law. All pleadings, discovery, recorded proceedings, deposition transcripts and videos, declarations, hearing transcripts, and all other documents submitted and/or generated during arbitration ("Arbitration Documents") shall be kept strictly confidential and shall only be disclosed to the arbitrator and the parties' respective attorneys and other agents who are directly involved in the dispute, unless otherwise allowed by law. Under no circumstances shall these Arbitration Documents be disclosed to the media.

AWI and Buyer further agree not to disparage each other in public or online on blogs or any other similar media concerning their dispute. AWI and Buyer further agree not to speak with reporters or anyone from the media, or make any public statements, regarding any dispute that may arise between them.

AWI and Buyer acknowledge that their breach of this paragraph shall constitute a material breach of this Agreement which shall cause the non-breaching party irreparable harm. As such, the parties agree that in the event of any breach of this paragraph, the non-breaching party shall have the right to immediately seek, in addition to all other remedies in law or in equity, a temporary and permanent restraining order for the enforcement of this paragraph.

4. SELECTION OF NEUTRAL ARBITRATOR

If a dispute arises between the Parties, either party may request arbitration and initiate arbitration proceedings within 90 days of a party providing written notice of the dispute. The Parties will select a neutral arbitrator by mutual agreement. If the parties are unable to agree on a neutral arbitrator, the parties shall obtain from the Judicial Arbitration and Mediation Service ("JAMS") a list of nine potential arbitrators, and each party shall strike four arbitrators, with Buyer providing his/her strikes first, and AWI striking four names thereafter. The remaining named arbitrator shall serve as the arbitrator in this matter.

5. SUBSTANTIVE AND PROCEDURAL LAW TO BE APPLIED/DISCOVERY

The arbitrator shall apply applicable state and/or federal substantive law to determine issues of liability and damages regarding all claims to be arbitrated. The parties shall be entitled to conduct reasonable discovery, including conducting depositions, requesting documents and requesting responses to interrogatories, all in conformance with the California Code of Civil Procedure. The California Code of Civil Procedure shall govern all procedural and discovery issues between the parties.

The arbitrator shall hear motions for summary disposition as provided in the California Code of Civil Procedure. Within thirty days following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated.

The arbitrator shall prepare a written decision and award which includes factual findings and the reasons upon which the decision is based. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and allowed by law. Judgment upon the award rendered by the arbitrator may be entered in any court having proper jurisdiction.

6. COSTS OF ARBITRATION

The Parties shall each bear their own costs and attorneys' fees in any arbitration proceeding, provided however, that the arbitrator shall have the authority to require either party to pay the costs and attorneys' fees of the other party during the arbitration, as is permitted under federal or state law, as a part of any remedy that may be ordered.

7. MISCELLANEOUS

Neither party can modify this agreement in any manner nor enter into any other agreement that is contrary to this agreement unless it is in writing and signed by both Parties. If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining

terms and provisions of this agreement will remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8. SURVIVAL CLAUSE

All terms and conditions of this arbitration agreement shall survive the termination of the agreement.

Agreement and Acknowledgement:

Buyer(s) have carefully read and agree to These Terms and Conditions. Buyer authorizes AWi to verify the credit of the Company and/or the individual(s) whose signature(s) appears on this or the other documents specified above. Buyer and guarantor(s) authorize its bank(s) and/or business references to release credit information of Buyer and/or Guarantor(s) as requested by AWi