

WHOLESALE CONTRACT FOR PRODUCTS

This Contract (this "Contract") is made effective as of _____, between MilitaryWives.com, Incorporated, of 1317 Highland Drive, Oak Harbor, Washington 98277 ("Seller"), and _____ located at _____ . ("Buyer").

ITEMS PURCHASED. Seller agrees to sell, and Buyer agrees to buy, the products (the "Goods") in accordance with the terms and conditions of this Contract:

PRODUCT STANDARDS. The Goods shall include the items listed in the Military Wives Wholesale Catalog, and be packaged in individual boxes.

PAYMENT. Payment shall be made to MilitaryWives.com, Incorporated, 1317 Highland Drive, Oak Harbor, Washington 98277 within 30 days of ordering.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18.00 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Buyer shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if the Buyer fails to pay for the Goods when due, the Seller at its option may treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

Payment will be made by VISA, MasterCard, Company Check or Cashier's Check.

DELIVERY. Time is of the essence in the performance of this Contract. Delivery of goods ordered will be made by either USPS Priority Mail or UPS Ground .

Shipment type will be based on weight.

PAYMENT OF TAXES. Buyer agrees to pay all taxes of every description, federal, state, and municipal, that arise as a result of this sale, excluding income taxes.

WARRANTIES. Seller warrants that the Goods shall be free of substantive defects in material and workmanship.

Seller agrees to indemnify, hold harmless, and protect Buyer, its affiliates, successors, assignees, customers, and users from any and all claims, demands, suits at law or equity, and all expenses including attorneys' fees, involving infringement or alleged infringement of any pate

INSPECTION. The Buyer, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Contract. If the Buyer, in good faith, determines that all or a portion of the Goods are non-conforming, the Buyer may return the Goods to the Seller at the Buyer's expense. The Buyer must provide written notice to the Seller of the reason for rejecting the Goods. The Seller will have 14 days from the return of the Goods remedy such defects under the terms of this Contract.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Goods in the time and manner provided for in this Contract.

REMEDIES ON DEFAULT. In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may elect to cancel this Contract if the default is not cured within 7 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties.

All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served.

The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

CONFIDENTIALITY. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all

such information and the terms of this Contract as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

NOTICES. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

ASSIGNMENT. Neither party may assign or transfer this Contract without prior written consent of the other party, which consent shall not be unreasonably withheld.

ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written.

AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

APPLICABLE LAW. This Contract shall be governed by the laws of the State of Washington.

Buyer:

By: _____
Name of Principal (please print)

Signature Date

Seller:
Militarywives.com, Incorporated

By: _____
BJ Chadduck, President