JULIUS HANDMADE

WHOLESALE RETAILER AGREEMENT

This Wholesale Retailer Agreement ("Agreement") is entered into by Julius Handmade ("Julius Handmade") and the retail business identified in the signature section ("Retailer"). This Agreement becomes effective on the date of the last signature below ("Effective Date"). Wholesale access is subject to approval and the terms below.

1. Retailer eligibility and accounts

1.1 Wholesale accounts are available to verified sewing, quilting, and related retail businesses. Applicants must provide their legal business name, a valid applicable resale certificate, and business tax identification information through a reasonably secure method.

1.2 Julius Handmade may approve or decline applications at its discretion, consistent with applicable law. Accounts are nontransferable and may be used only by the approved Retailer and its authorized personnel. Retailer must keep account credentials confidential and provide accurate, current business information.

2. Pricing and resale

2.1 Eligible printed patterns are offered at a wholesale price equal to 50% of their then-current manufacturer suggested retail price (MSRP). Wholesale prices may change without advance notice; changes will not retroactively affect accepted, paid orders.

2.2 MSRP is a suggestion only. Retailer independently sets its own resale prices and may offer discounts, coupons, promotions, and clearance sales at its discretion.

3. Minimum order quantities

3.1 Every opening order and reorder must include at least ten (10) printed patterns in total, with at least four (4) copies of each individual pattern design selected.

3.2 Retailer may order any combination of available designs, provided the order meets both the ten-pattern total and four-copy-per-design minimums. There is no minimum order dollar value.

3.3 Julius Handmade may reject or request correction of orders that do not meet the four-copy-per-design minimum.

4. Orders and payment

4.1 Orders must be placed through the official Julius Handmade website using an approved wholesale login. All orders are subject to availability and acceptance.

4.2 Payment in full is required before shipment. Retailer is responsible for applicable taxes unless valid exemption documentation is accepted. Any order accepted and paid for will be fulfilled or appropriately refunded if unavailable.

5. Fulfillment and shipping

5.1 Orders generally process within three to five (3-5) business days after payment, excluding weekends and holidays. This is an estimate, not a guaranteed shipping or delivery date. Julius Handmade will reasonably communicate material delays.

5.2 Retailer pays actual shipping charges disclosed at checkout or before order acceptance. Wholesale orders ship only to addresses within the United States.

5.3 Lost or delayed shipments are reviewed individually. Julius Handmade will reasonably assist with carrier claims; applicable rights and remedies remain available.

6. Returns, claims, and cancellation

6.1 Unsold patterns and correctly fulfilled, nondefective wholesale merchandise are not returnable. Returns or remedies are available for defective, damaged, or incorrectly shipped items.

6.2 Retailer must notify Julius Handmade within seven (7) calendar days after delivery of visible damage, defects, or fulfillment errors, including the order number and reasonable supporting details or photographs. Julius Handmade will review the claim and provide a suitable replacement, refund, or credit where appropriate.

6.3 Retailer may request cancellation before shipment. Once a cancellation is confirmed before shipment, Julius Handmade will refund payment for the canceled items.

7. Copyright and product integrity

7.1 All rights in Julius Handmade designs, instructions, illustrations, photographs, trademarks, and other creative materials remain with Julius Handmade or their respective owners. Purchase grants Retailer the right to resell genuine, lawfully obtained printed patterns, not to reproduce the protected content.

7.2 Retailer must not photocopy, scan, digitize, upload, electronically distribute, or make unauthorized copies of patterns or templates. Retailer must not alter, rebrand, remove attribution from, or present patterns as its own without prior written permission, except as permitted by law.

8. Classes, samples, and kits

8.1 Retailer may teach classes or workshops using Julius Handmade patterns, provided each student purchases or otherwise has their own lawful original copy of the applicable printed pattern. Retailer may not distribute unauthorized copies of instructions or foundation templates.

8.2 Retailer may sew and display sample quilts and use official pattern cover images when promoting the patterns or related classes, with clear credit to Julius Handmade as designer.

8.3 Retailer may bundle patterns with fabric kits only if each kit includes one original, lawfully purchased printed pattern; reproductions may not be substituted.

9. Authorized sales and marketing

9.1 Retailer may resell genuine Julius Handmade printed patterns through its own physical retail stores and its own business-operated online store(s). Sales through third-party marketplaces, including Etsy, Amazon, and eBay, are prohibited under this wholesale program unless the parties later agree in a signed writing.

9.2 During an active wholesale relationship, Retailer may use Julius Handmade official product photographs and cover images solely to market genuine products and authorized classes. Retailer must identify Julius Handmade as designer in listings and marketing and may not misleadingly alter images, remove branding, or imply endorsement beyond the wholesale relationship.

10. Account inactivity and enforcement

10.1 An account with no wholesale order for twelve (12) consecutive months may be deactivated. Reactivation may require updated verification.

10.2 Julius Handmade may immediately suspend or terminate access for serious breaches, including unauthorized copying, fraud, or credential misuse. For other breaches, Julius Handmade may provide notice and an opportunity to cure, where appropriate and subject to applicable law.

11. Updates and termination

11.1 Julius Handmade may update this Agreement with at least thirty (30) days' notice. Updated terms apply only prospectively, following acceptance where legally required; Retailer may stop ordering if it does not agree.

11.2 Either party may end the wholesale relationship by written notice. Termination ends account access and the permission to use Julius Handmade marketing materials, except as separately authorized. Retailer may continue reselling authentic, lawfully purchased inventory, subject to applicable law. Accrued obligations and provisions intended to survive, including intellectual property protections, remain effective.

12. General provisions

12.1 This Agreement is governed by Oklahoma law, without regard to its conflict-of-law rules. It does not create an employment, agency, franchise, partnership, or exclusive distribution relationship.

12.2 This Agreement is the entire agreement concerning wholesale access, superseding prior discussions on that subject. If a provision is unenforceable, the remainder remains effective to the extent permitted by law. Electronic signatures and counterparts are acceptable and have the same effect as handwritten signatures.

13. Retailer information and signatures

By signing, each signer represents that they are authorized to bind the identified party and accepts this Agreement. The Effective Date is the date of the last signature.