



# 2022 RESELLER AGREEMENT

XSDepot reserves the right to terminate a reseller account at any time, for any reason, and without notification. This includes but is not limited to purchase inactivity, payment issues, marketplace restrictions or MAP Pricing violations.

We are required by law to retain a copy of your Resale Certificate or state documentation in the state(s) where the business is located. As the reseller of record, you are required to hold and maintain an active Sales & Use license. As the seller of record, you are responsible for the remittance of sales tax on behalf of your customers residing both within your state and any state that you drop-ship products into. SpaceBound does not collect or remit sales tax for you or your customers. As the reseller, you are SpaceBound’s customer of record, and the end-user is your customer of record.

Pricing provided to you is strictly proprietary and allows you to remain competitive. As an approved reseller, you agree not to disclose XSDepot’s pricing to retail customers or other resellers. If a shipment is refused for any reason, the reseller is responsible for the freight charges.

A Return Merchandise Authorization (RMA) will only be issued for the return of defective items, or requests made within 30 days of the original Invoice date that fall under valid return merchandise guidelines or authorized return approvals. Returns for stock adjustment purposes will not be accepted. XSDepot also reserves the right to charge a restocking fee for returned merchandise.

COVID - We will not be held responsible for COVID related delays: There may be restrictions enacted at the local, county, state or federal level (I.E. lockdowns, curfews etc.). These changes may include but are not limited to the following: shipments, arrival times, product restrictions (products deemed essential or shortages) or are out of the control of XSDepot. For 2021, we recommend that Resellers add COVID related exceptions to your Terms and Conditions

Proposition 65 – It is your responsibility to ensure that your product descriptions contain Proposition 65 warnings when shipping items to your customers in California: Officially known as the Safe Drinking Water and Toxic Enforcement Act of 1986, California Proposition 65 requires businesses to warn their Californian customers when exposure to toxic chemicals known to the state may cause cancer, birth defects, or other reproductive harm. Businesses are required to provide a “clear and reasonable warning” via labels on product or product packaging prior to Californians using products that may expose them to one of the listed chemicals.

Proposition 65 Listings – XSDepot is not the manufacturer of the products you sell. XSDepot relies on the manufacturers and its suppliers to affix warning labels to the products that they manufacture and distribute. Proposition 65 states that even Resellers are considered responsible for delivering safe products. Prior to listing any products online, please see California’s Proposition 65 Webpage and ensure that all of your products have been reviewed and properly described and designated if Proposition 65 applies to any of the products you list. Visit this site before you add any new product listing: [oehha.ca.gov/prop65.html](http://oehha.ca.gov/prop65.html) for more information

2021 Amazon Marketplace restrictions – Some manufacturers prohibit their products from being sold on the Amazon marketplace. You acknowledge that Amazon may restrict Resellers from selling certain products on their marketplace and that it is the Reseller’s responsibility to ensure that they abiding by Amazon’s marketplace seller guidelines

You agree to hold XSDepot and its parent company harmless for any misinformation, omissions, or problems with the XSDepot Website. In no event shall XSDepot, its officers, directors, employees and/or other representatives be liable for any damages of any kind, including and without limitation, direct, indirect, compensatory, special, consequential, punitive, and/or incidental damages related to the products sold. You agree that all legal action against XSDepot must be brought in the courts of Lorain County, Ohio. Ohio law shall govern all legal action without regard to any conflicts of laws or provisions.

I Agree to the Terms of this Agreement     I Do Not Agree to the Terms of this Agreement

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_

Please return this form to [CustCare@XSDepot.com](mailto:CustCare@XSDepot.com) or via Fax at 440.355.8009 or call 800.755.4619 for any questions.