

# RESELLER AGREEMENT

Carnival Depot  
983 Scott Center Rd  
Susquehanna, PA 18847  
570-461-3000

This Reseller Agreement ("Agreement") is entered into and effective as of the date of last signature by and between JD Amusements, Inc. dba/Carnival Depot, a Pennsylvania corporation (together with all affiliates, including ("Carnival Depot") having a principal place of business at 983 Scott Center Rd Susquehanna, PA 18847, and (Company)\_\_\_\_\_ having a principal place of business(Address)\_\_\_\_\_

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## "DO NOT SELL" LIST

As an authorized reseller of Carnival Depot products, Company agrees that it will not sell to any entities identified on the "Do Not Sell" list that Carnival Depot will provide to you from time to time. The last-published "Do Not Sell" list will remain in effect unless and until Carnival Depot notifies you in writing of any changes. Additionally, Company is hereby informed that all Carnival Depot products and advertisements are covered in whole or in part by Carnival Depot Intellectual Property (IP), including patents, trademarks, trade dress and copyrights. All Carnival Depot IP is owned and/or exclusively licensed to Carnival Depot. As an authorized reseller of Carnival Depot products, Company only has the right to use this IP as a non-exclusive sub-licensee to sell, offer for sale, advertise or otherwise market Carnival Depot products. Any other use of Carnival Depot IP will be deemed an infringement.

## QUALIFYING PRODUCTS

Our dealer program is for resell of "Prize Wheels", "Prize Wheel Accessories" and "Prize Wheel Laydowns". No other products that Carnival Depot manufactures or resells are part this Reseller Agreement and may not be resold without written consent from Carnival Depot. Dealers must have an e-commerce website to sell Carnival Depot products.

## MINIMUM PURCHASE ORDER

Dealer Tier 1 pricing Company may place an order with no minimum. For Dealer Tier 2 pricing Company must place a minimum order of \$5,000.00 for each order. The Company requirement to maintain Tier 2 Status is \$15,000 of Business\* Per Calendar Year.

## MAP PRICING

### Minimum Advertised Pricing Policy

Carnival Depot strictly enforces a 5% below MSRP MAP policy. This includes all sales outlets including the starting price on online auctions, product listings on websites, etc. Dealers may drop below MAP pricing only upon approval from Carnival Depot. For approval, contact our Sales Representative. Approval is typically sent within 1 business day.

## AUCTIONS

Carnival Depot discourages the sale of its products on eBay or similar auction websites. However, such sales are permissible, provided the products are sold for not less than retail price in a "Buy It Now" or similar transaction.

#### ADVERTISING REQUIREMENTS

Company agrees that all Company advertisements showing Carnival Depot products and/ or Carnival Depot trademark must have a margin of at least 1 inch from the outermost edge of the depicted product and/ or trademark to clearly separate the Carnival Depot product from any text or images not related to the Carnival Depot product.

#### PHOTOGRAPHY

Dealers have access to photography provided by Carnival Depot either through mailings, the Website, or other sources. Dealers are required to maintain watermarks if included in the original image. If you need a photo of a prize wheels, wheel parts, or wheel accessories, please let us know.

#### PAYMENTS

Payment for orders is due in full prior to shipment. Payments can be made directly through [carnivaldepot.com](http://carnivaldepot.com) during the check- process. Carnival Depot does not ship orders via C.O.D. Invoices are available through your account on the website anytime, including detailed shipment reports.

#### DURATION & TERMINATION

The Dealer relationship is considered perpetually renewed unless either the Dealer or Carnival Depot decides to terminate the relationship. Dealers that do not order a product for more than 1 calendar year will be automatically suspended until they contact Carnival Depot. Dealer relationships can and will be quickly reestablished. Both the Dealer & Carnival Depot will provide 30 days' notice of termination. Termination does not need cause or a material breach of any agreement. Dealers and Carnival Depot agree to not disparage one another and agree to take no action which is intended, or would reasonably expected, to harm either Company or its/their reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Companies. Carnival Depot may update the Resellers Agreement at any time and provide 30 days' notice of changes to Dealer.

#### CONFIDENTIALITY

Carnival Depot requires all of its Dealers to maintain the strictest confidence on proprietary, pricing, and confidentially labeled technical information. Likewise, we will ensure that your information is safeguarded appropriately. Disclosure of Confidential information to unauthorized parties will result in the termination of your Dealer status

## COMPLIANCE WITH U.S. EXPORT LAWS: RESTRICTED PRODUCT SALES

Exports of Carnival Depot products may be subject to the export laws of the United States. Company shall not export, re-export, disclose or transfer any Carnival Depot product without compliance with these and any other applicable laws and regulations. Company acknowledges that the acquisition, possession, transfer and export of certain Carnival Depot products are subject to various Governmental Requirements. Company agrees that it will abide by all laws and regulations concerning any restricted product. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, relating to its subject matter. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitutes but one and the same instrument. The individual executing this Agreement on behalf of Company represents and warrants to Carnival Depot that he or she has been duly authorized by Company and applicable law to execute this Agreement on behalf of Company, and that Company is identified below by its full legal name (which, if an entity, appears on its instrument of formation).

As of the day cited below, the Party enters into the Agreement as evidenced by the signature of their respective duly authorized representative below.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_