

AUTHORIZED RETAILER AGREEMENT

This agreement is between Leatherbay Incorporated as the company (US) and _____ as (YOU) the Retailer. By signing this agreement you are telling Leatherbay Inc. that all information in Your "contact information" is true and correct and that You have read this Agreement, understand all terms and conditions, and agree to be legally bound by them.

(1) The relationship between US and YOU is to be as seller and buyer. YOU shall not be considered the agent, employee, or representative of Leatherbay.

(2) In order to provide for the orderly and efficient distribution of Leatherbay products by knowledgeable retailers, Leatherbay authorizes, and the retailer agrees that it shall display and sell Leatherbay products only at the following specified retail location (s):

(3) We agree to supply you with product information to be used for selling Leatherbay products. We will also provide you with all images, text or other appropriate information for the sole purpose of promoting and selling of our products.

(4) Leatherbay Inc. will maintain OUR site(s) on OUR server(s). Leatherbay Inc. retains the right to make changes to OUR site(s) and product(s) as deemed necessary by US at OUR sole discretion and without any advance notice including retail price changes.

(5) Leatherbay Inc. reserves the right to change the wholesale price of its products with a 15 day notice.

(6) YOU agree that, to the best of YOUR knowledge and control, all applications and orders submitted will be completed and submitted by the same Company whose name is on the Contact Information.

(7) Our website may show additional products that may not be available for wholesale shipping.

(8) Leatherbay Inc. will provide electronic version of wholesale price list when there is a change to price of any of its items or when new items are introduced or when requested by you. The price list shall be effective after the period stated in paragraph (3). The price list will provide wholesale prices and manufacturer suggested retail prices.

(9) You agree to email orders to orders@leatherbay.com or fax it to (925) 736 9109. When Leatherbay Inc. receive orders, an acknowledgement will be sent to confirm receipt of the order. Further if allocated inventory runs out before fulfilling your order, we will inform you with your order number and request cancellation or back order it (if acceptable for you).

(10) Leatherbay Inc will provide product images from its product image library. If you need additional product images, Leatherbay Inc can provide products for your own custom photography that you can use exclusively on your website. Products shipped to You for this purpose will be billed at wholesale prices (plus shipping and handling).

(11) This agreement can only be modified in writing signed by both parties (YOU and US)

(10) WE and/or YOU may terminate this agreement at any time for any reason upon giving 15 days written notice, for no reason and/or by mutual written agreement between both parties hereto. Either party may immediately terminate on any material breach on any of the terms of this agreement.

(12) YOU agree that once an order ships and you decide to cancel the order, there may be a 10% cancellation or restocking fee from the prices on our leatherbay.com website. WE will waive restocking fee if the order is cancelled before the product leaves our warehouse or if you return the product in original condition with original packaging (less shipping).

(13) YOU agree that YOUR failure to follow any and all terms of this agreement allows US, at OUR sole discretion, to immediately terminate this agreement.

(14) Any and all the trademarks and trade names associated with the products are and shall remain the exclusive property of Leatherbay Inc.

(15) In the event any dispute arises between YOU and US in relation to this Agreement or any transaction relating thereto, all claims or actions, whether judicial, quasijudicial, or administrative must be made in the Contra Costa County, State of California. You hereby expressly agree to submit to jurisdiction of the appropriate Contra Costa County court. You further agree that any claim or action against Leatherbay, Inc may be prosecuted solely and exclusively in the Contra Costa County, State of California.

CONTACT INFORMATION

Your Name: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Phone Number: _____

Fax Number: _____

Website(s): _____

Email Address: _____

SSN / EIN # : _____

RETAILER

LEATHERBAY INCORPORATED

Authorized signature: _____

Authorized signature: _____

Print Name: _____

Print Name: _____

Title: _____ Title: _____

Date: _____

Date: _____