

Wholesale Account Agreement

Bagel Hole Inc.

Account Number: _____

This Wholesale Account Agreement (this "Agreement") is made effective as of _____, 2018, by and between Bagel Hole Inc., of 400 7th Avenue, Brooklyn, New York 11215, ("Bagel Hole"), and _____, of _____, _____, New York _____ ("Buyer")

1. ITEMS PURCHASED. Bagel Hole agrees to sell, and Buyer agrees to buy, the products (the "Goods") set forth on the attached Schedule A in accordance with the terms and conditions of this Agreement:

2. TITLE/RISK OF LOSS. Buyer shall pay reasonable shipping costs in accordance with its shipping instructions, but the seller shall be responsible for packaging, shipping and safe delivery and shall bear all risk of damage or loss until the goods are delivered to the buyer's address.

3. PAYMENT. Payment shall be made to 400 7th Avenue, Brooklyn, New York 11215, within 5 Business Days of Delivery.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 10 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 Buyer fails to pay for the Goods when due, Bagel Hole has the option to treat such failure to pay as a material breach of this Agreement and may cancel this Agreement and/or seek legal remedies as described below under "Remedies on Default."

4. DELIVERY. Time is of the essence in the performance of this Agreement. Bagel Hole will arrange for delivery, by carrier chosen by Bagel Hole according to the schedule set forth on Schedule A.

5. 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.

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

BAGEL HOLE SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF BAGEL HOLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. INSPECTION. 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 Agreement. If Buyer, in good faith, determines that all or a portion of the Goods are non-conforming, Buyer may return the Goods to Bagel Hole at Buyer's expense. Buyer must provide written notice to Bagel Hole of the reason for rejecting the Goods. Bagel Hole will have 0 days from the return of the Goods to remedy such defects under the terms of this Agreement.

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

- 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 Agreement.

9. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

10. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement 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 strikes, lock-outs, work stoppages, 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.

11. DISPUTE RESOLUTION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the 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. The arbitrator(s) shall not have the authority to modify any provisions 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. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

12. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

13. NOTICE. 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.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

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

16. SEVERABILITY. If any provision of this Agreement 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 Agreement 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.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement 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 Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by and construed according to the laws of the State of New York without reference to its conflicts of law principles.

19. SIGNATURES. This Agreement shall be signed on behalf of Buyer by its authorized agent or if an individual by the individual and on behalf of Bagel Hole by Bagel Hole Inc.'s, President and effective as of the date first above written.

Buyer:

Seller:
Bagel Hole Inc.

Print:

By: _____
Philip Romanzi
President

Schedule A Account Number _____

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Bagels	0	\$0.00	\$0.00
Cream Cheese	0	\$0.00	\$0.00
TOTAL			\$0.00 Per week

Delivery:

Quantity/Description

Delivery Date
