

VENDOR AGREEMENT



TANDEM ARBOR is an independent lifestyle e-commerce site for highly curated home furnishings and designs catering to the higher end luxury market. Focused on true mid to high end products with engaging content from in-house designers across multiple product categories. Tandem Arbor is a one-stop shop for all home decor with a focused niche on providing superb customer service. Tandem Arbor is constantly exploring the development of high-end sub-brands and exclusive arrangements with premier vendors, to further penetrate the luxury market.

ARBOR GENTRY is the parent company of Tandem Arbor. It is the next-generation digital partner that has developed a unique solution for online retailing, providing sourcing, operational, innovative tech solutions, and marketing support. Our turnkey programs increases revenue, streamlines inventory & fulfillment channels, and creates interactive on-site marketing initiatives driving customer engagement. Arbor Gentry is the powerhouse behind Tandem Arbor, ensuring satisfaction among all parties.











"I'm going to make everything around me beautiful - that will be my life."











This Vendor/Supplier Agreement (the "Agreement") is entered into this day of
, 20, the "Effective Date") between Arbor Gentry, LLC, with its principal
offices located at 421 Hudson Street Suite 203, New York, New York 10014 ("Arbor Gentry") and the
supplier identified herein (the "Supplier"). This Agreement governs the relationship between the
parties and establishes the terms and conditions with respect to the sale of the Supplier's products
("Products") through websites and/or applications that are owned, controlled, and/or operated
by Arbor Gentry ("Sites"). The specific websites and applications that will offer sale of the Products
are listed in Schedule A.

A. ARBOR GENTRY'S RESPONSIBILITIES

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(1) Establish the price at which the Products will be sold through the Sites ("Site Price"). The Parties agree that Arbor Gentry will adhere to IMAP/MSRP pricing. The Parties further agree that Arbor Gentry can offer discounts to customers and purchasers of the Products as part of Arbor Gentry's promotional efforts.

RESPONSIBILITIES OF THE PARTIES

- (2) Advertise, display, promote and sell the Products through the Sites. The list of Sites that are directly managed by Arbor Gentry and will display the Products are included in Schedule A to the Agreement. Arbor Gentry reserves the right to remove any Product from the Sites at any time without notice. Arbor Gentry also reserves the right to include or exclude brand names on the Sites. Notwithstanding, Arbor Gentry will exclude brand names from the Sites listed in Schedule A if so insisted by the Supplier.
- (3) Respond to customer inquiries and complaints.
- (4) Pay Supplier the negotiated wholesale cost ("First Cost") per Product.
- (5) If applicable, pay the Supplier the "Remittance" specified in Schedule B.
- (6) Remit payments net 30 from shipment confirmation date. Arbor Gentry's monetary obligations to Supplier shall be net of all indemnity or other offsets. If this Agreement expires or is terminated, Arbor Gentry will withhold payment from Supplier to cover costs and fees related to returns, which may accrue beyond termination for a period not to exceed 90 days.

B. THE SUPPLIER'S RESPONSIBILITIES

- (1) Provide Product images, dimensions, weight, text, warranty, disclaimers, warnings and any other information requested through the use of a build sheet.
- (2) Include an approved packing insert for each order, including disclaimers and warning labels, if required by international, federal, state or local law, regulation, ordinance, administrative order or rule ("Laws").
- (3) Remove all unapproved information in the Products and packaging, including but not limited to all third party marketing information, pricing tickets and other materials not directly from the manufacturer.
- (4) Respond to Arbor Gentry's requests within 1 business day.
- (5) Pay all applicable "General Costs & Fees" and "Returns Costs & Fees" specified in Schedule A.
- (6) Notify Arbor Gentry of any discrepancies or claims for payment by email within 60 days of the date Arbor Gentry paid the Supplier for the Product. If the Supplier fails to do so, the Supplier will be deemed to have waived any such claim.
- (7) Notify Arbor Gentry immediately in writing if the Supplier receives notice of non-compliance of Law.



2 SHIPPING

A. OPTIONS

(1) **USE OF ARBOR GENTRY'S CARRIER** – The Supplier may elect to ship Products via Arbor Gentry's designated carrier on Arbor Gentry's shipping account. Accessorial shipping charges that are included by the Supplier (including, but not limited to insurance and delivery confirmation) which have not been requested by Arbor Gentry will be deducted from the Supplier's payments. Arbor Gentry reserves the right to offset the

Supplier's payments for all charges, which have not been authorized, not been properly deducted or that result from the Supplier's error, as reasonably determined by Arbor Gentry. The Supplier will not ship non-Arbor Gentry merchandise on Arbor Gentry's shipping account. If the Product is damaged or lost and is eligible for a claim from the carrier, the Supplier shall be responsible for filing claims directly with Arbor Gentry's carrier to recover the cost of the Product within 30 days of the loss and Arbor Gentry shall be responsible for and shall file claims directly with Arbor Gentry's carrier to recover the cost of transportation. If the Supplier fails to file a claim with Arbor Gentry's carrier for eligible damaged or lost Products within 30 days of the loss, Arbor Gentry may offset the Supplier's payments for the actual freight charges related to such shipment. The Supplier shall make reasonable efforts to record the Arbor Gentry order number in the carrier reference number field for each tracking number. If the Supplier fails to record a valid Arbor Gentry order number in the reference number field, Arbor Gentry may refuse the transportation charges and the Supplier may be charged for the transportation. The Supplier must have the ability to ship to Post Office Boxes, APO, and FPO addresses.

(2) **USE OF THE SUPPLIER'S CARRIER** - The Supplier may elect to ship Products with a carrier of its choice. The Supplier shall pay the carrier directly for all shipping charges. The Supplier's carrier must offer expedited and trackable shipping. The Supplier and the Supplier's carrier must offer delivery to Post Office Boxes, APO and FPO addresses. If the Product is damaged or lost, the Supplier shall be responsible to file claims with its carrier to recover the cost of the Product and freight.

B. ADDITIONAL SHIPPING REQUIREMENTS.

- (1) The Supplier shall ship and ship-confirm each order by the immediately succeeding business day from receipt of the order, unless a longer time is permitted by Arbor Gentry.
- (2) If the Supplier is shipping less-than-truckload ("LTL") using the Supplier's carrier of choice, then:
 - (a) The Supplier's carrier must deliver to at least the customer's nearest ground-level threshold entrance.
 - (b) Arbor Gentry may require the Supplier's carrier to offer premium delivery for certain Products.
 - (c) The Supplier shall:
 - (i) Ensure that all of carrier's employees and/or subcontractors who will come into contact with Arbor Gentry's customers and/or enter into their domiciles or premises (collectively referred to herein as "Carrier(s) Personnel") shall have passed a 5 panel drug test. The screening of all Carrier Personnel must be accomplished before the individual reports for his/her first day of work.
 - (ii) Ensure that all Carrier Personnel shall have passed a criminal background check. At a minimum, the criminal background check process must consist of the following: a search conducted by a qualified background check service provider, which includes a review of criminal court records of all counties of residence based on the individual's past 7 years



- of residential addresses. In no event will the Supplier allow any carrier to assign any Carrier Personnel whose background check reveals job-relevant adverse information, or any other information that indicates an unreasonable risk to property, safety, or the welfare of individuals or to the public when entering the residence or premises of an Arbor Gentry customer.
- (iii) Ensure the following insurance policies covering the services provided by its carrier are in effect: (i) commercial general liability coverage of a least \$1,000,000 per incident; (ii) Worker's Compensation insurance coverage of a least \$500,000 aggregate and at least \$100,000 per accident; (iii) automobile liability insurance on any vehicles used in delivery or installation services of at least \$100,000 per incident for property damage and bodily injury combined. Each such policy shall also meet the following requirements: (iv) Arbor Gentry shall be included under the Standard Form Vendor's Endorsement or made an additional insured on said policy; (v) Arbor Gentry must be provided thirty (30) days written notice prior to the effective date of any decrease in coverage, cancellation or amendment; and (vi) A renewal policy must be in effect prior to the expiration of any existing policy.
- (iv) At Arbor Gentry's request, the Supplier shall certify its compliance with the subsections (i), (ii) and (iii) above, but as to subsections (i) and (ii), the certification may be provided on an anonymous basis, i.e. without specific, identifiable disclosure of individualized information.

3 RETURNS

- A. Product returns will be facilitated by Arbor Gentry.
- B. The Supplier shall pay Arbor Gentry a \$5.00 processing fee for every item returned by the customer. Notwithstanding, the Vendor can elect to either (1) have the returned Product shipped to the Supplier and be remitted the full value of the Product less the processing fee, or (2) have the returned Product shipped to an Arbor Gentry outlet and receive 70% of the value of the Product in the form of discounts on future transactions. Should the Supplier elect option (2) above, the Supplier agrees that Arbor Gentry can resell the Product through any of its online or retail outlets.
- C. If the Supplier supplies a defective, damaged or wrong Product, the Supplier shall be solely responsible for all costs (freight, handling, coordination, replacement, etc.) related to the return of the Product.
- D. If a Product fails within an unreasonable amount of time, the Supplier will be responsible for all costs and fees related to the return.

4 TERMINATION

- A. **TERM.** The Agreement shall continue unless terminated as set forth below.
- B. **FOR CAUSE.** Either party may terminate this Agreement for Cause. Cause is defined as a material breach of the Agreement. In the event a party is in material breach of this Agreement, this Agreement may be terminated immediately by the non-breaching party, provided that notice describing the breach has been provided to the breaching party and the breaching party has failed to cure such breach within thirty (30) days of its receipt thereof.
- C. **NOT FOR CAUSE.** Either Party may terminated this Agreement without cause upon 60 days prior written notice.



5 INSURANCE

The Supplier shall obtain and maintain, at its own expense, commercial general liability insurance (including products liability and/or umbrella coverage) in the amount of at least \$1,000,000 per occurrence / \$2,000,000 aggregate. The Supplier shall add Arbor Gentry as an additional insured. The Supplier shall supply Arbor Gentry with certificates evidencing compliance with these obligations. All policies shall provide that the coverage shall not be decreased or terminated without at least 30 days prior written notice to Arbor Gentry.

INDEMNIFICATION

- A. The Supplier shall, at its own cost and expense, indemnify, defend and hold harmless Arbor Gentry, its directors, officers, employees, affiliates and agents against any and all allegations (even though such allegations may be false, fraudulent or groundless) asserted in any claim, action, lawsuit, investigation or proceeding ("Claims") arising out of or related to:
 - (1) a breach by the Supplier of this Agreement;
 - (2) claims of copyright, patent, trademark or other intellectual property right related to the Products;
 - (3) the death of or injury to a person or property arising out of or related to the Products;
 - (4) the failure of the Products to comply with any express or implied warranties;
 - (5) the packaging, packing, tagging, labeling or advertising of such Products;
 - (6) the failure to provide adequate warnings and/or instructions related to the use, assembly, service or installation of such Products; and
 - (7) violation by the Supplier or the Products of applicable Laws.
- B. Arbor Gentry will promptly notify the Supplier of all Claims. Where Claims implicate Products sourced by the Supplier only ("Single Source Claims"), Arbor Gentry will tender the defense of such Single Source Claims to the Supplier. The Supplier's choice of counsel shall be reasonably satisfactory to Arbor Gentry. The Supplier shall have sole control over the defense of such Single Source Claims; except that the Supplier shall not settle or compromise Single Source Claims that impair or impose any obligation on Arbor Gentry without Arbor Gentry's prior written consent. Arbor Gentry may participate in the defense of all Single Source Claims with counsel of its own choice at its own expense. Where Claims implicate products sourced by multiple suppliers, including the Supplier's Products ("Multi Source Claims"), Arbor Gentry, in its sole discretion, may tender the defense of the Supplier's portion of such Multi Source Claims to the Supplier, or upon notice, defend, settle or compromise such Multi Source Claims for all suppliers, including the Supplier. If Arbor Gentry elects to defend Multi Source Claims for all suppliers, the Supplier shall pay its proportionate share of all costs and fees related to the defense, settlement or compromise of such Multi Source Claims, and pay its proportionate share of damages, if any. The Supplier agrees to reasonably cooperate with Arbor Gentry in its defense of such Multi Source Claims and periodically pay the assessed defense costs during such defense. If a judgment is rendered against Arbor Gentry, the Supplier shall promptly pay such judgment or appeal as permitted under applicable law.

SUPPLIER WARRANTIES

- A. The Supplier warrants and affirms that all Products are genuine, authentic and not counterfeit.
- B. Unless otherwise agreed in writing, the Supplier warrants and affirms that all Products are new, first-quality merchandise, free from all material defects in workmanship and design and are in the original manufacturers' packaging. Where Arbor Gentry permits the Supplier to supply refurbished or reconditioned Products, such Products will be free from all material defects in workmanship and design



and their appearance and functionality will be in "like-new" condition. Packaging for refurbished or reconditioned Products must specify that such Products have been refurbished.

C. The Supplier warrants and affirms that all documentation, images and copy provided to Arbor Gentry and relating to the Products, are materially accurate.

LICENSES

- A. The Supplier grants Arbor Gentry a nonexclusive, royalty-free, worldwide license to use, reproduce, display, distribute and publish the intellectual property associated with the Products with any advertisement, display, promotion or sale of Products on any of the Sites listed in Schedule A.
- B. The Supplier grants Arbor Gentry a nonexclusive, royalty free, worldwide license to use, reproduce, display, distribute, publish, adapt, modify and re-format any and all images, photographs, text, copy, content, descriptions, submissions, video, audio, advertisements, and any other material submitted by the Supplier to Arbor Gentry ("Materials").
- C. Notwithstanding anything to the contrary, nothing herein will prevent or impair Arbor Gentry's right to advertise, promote or sell Products without a license or permission as permitted under applicable law (e.g., fair use and first sale doctrine under copyright law, referential use under trademark law, or a valid license from a third party).

CONFIDENTIALITY

While this Agreement is effective, the Parties may exchange Confidential Information, which includes information regarding a Party not generally known to the public. Each will treat such Confidential Information as confidential and proprietary both during this Agreement and for a period of 3 years after termination of this Agreement. Each Party agrees it will: (a) not use the Confidential Information for any purpose other than in performing its obligations under this Agreement; (b) take reasonable precautions to maintain the confidentiality of the Confidential Information; and (c) not disclose or otherwise furnish the Confidential Information to any third party other than such Party's employees who need to know the Confidential Information to perform such Party's obligations—under this Agreement, provided such employees are contractually obligated to such Party to maintain the confidentiality of the other Party's Confidential Information. Each Party agrees to be responsible for the violation of this clause by its employees and agents. Upon the termination of this Agreement, each Party shall return or destroy all of the other Party's Confidential Information in that Party's possession.

0 INTELLECTUAL PROPERTY RIGHTS

Arbor Gentry retains all rights and is the exclusive owner of all information regarding customers, including but not limited to customers' names, addresses, telephone numbers, email addresses, purchase histories, payment methods and browsing histories ("Customer Information"). Arbor Gentry retains all rights in its intellectual property ("Arbor Gentry IP") and nothing herein shall be construed as a transfer, license or sale of Arbor Gentry's intellectual property to Supplier. The Supplier shall not use, publish, display, disseminate or copy the Customer Information or the Arbor Gentry IP without written permission. Except to fulfill Products as set forth in this Agreement, the Supplier will not (nor will it cause a third party to) contact any customer without the express written consent of Arbor Gentry.



11 LIMITS ON LIABILITY

EXCEPT FOR THE SUPPLIER'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS, OR VIOLATION OF THE ARBOR GENTRY IP, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT OR INCIDENTAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ARBOR GENTRY SHALL NOT BE LIABLE TO THE SUPPLIER IN EXCESS OF THE AMOUNT OF MONEY PAID BY ARBOR GENTRY TO THE SUPPLIER WITHIN THE 12 MONTH PERIOD PRECEDING THE ARISE OF THE CLAIM.

12 NOTICES

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if hand-delivered or mailed by either registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, receipt confirmed. In the case of notices via first-class mail or courier service, notices shall be deemed effective upon the date of receipt. Notices shall be addressed to the parties as set forth below, unless either party notifies the other of a change of address, in which case the latest noticed address shall be used:

Notice to Arbor Gentry:	Notice to the Supplier:
Arbor Gentry, LLC	
421 Hudson Street, Suite 203	
New York, New York 10014	

13 GENERAL PROVISIONS

- A. <u>RELATIONSHIP OF THE PARTIES</u>. Nothing herein shall be construed as creating or constituting the relationship of employer/employee, franchiser/franchisee, principal/agent, partnership, or joint venture between the parties. Neither Party has the authority to act on behalf of the other or bind the other.
- B. **GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by and interpreted under the laws of the State of Texas. Arbor Gentry and the Supplier expressly consent and submit to the exclusive jurisdiction of the state and federal district courts located in Houston, Harris County, Texas.
- C. **ENFORCEABILITY**. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, such provision shall be more narrowly and equitably construed so that it becomes legal and enforceable, and the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.
- D. **NO WAIVER.** Any of the provisions of this Agreement may be waived by the party entitled to the benefit thereof. Neither party will be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event will not be construed as continuing or as a bar to or waiver of any other right or remedy, or as to a subsequent event.
- E. **RESERVATION OF RIGHTS.** Duties and obligations imposed by this Agreement and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law except as otherwise provided herein.
- F. <u>ASSIGNMENT</u>. This Agreement may not be assigned by either Party without first obtaining the other Party's express written consent, which shall not be unreasonably withheld; provided, however, that either Party may assign this Agreement, without obtaining the other party's express written consent, to (a) a successor corporation resulting from a merger, consolidation, or non-bankruptcy consolidation, or



to a purchaser of all or substantially all of such party's assets or a majority or controlling interest in such party's voting stock, provided that the purchaser's net worth at the time of purchase is equal to or greater than that of such party, and further provided that the purchaser is not a competitor of either party; and (b) a present or future subsidiary or affiliate. Any attempted assignment in violation of this Agreement shall be null and void.

- G. **SURVIVAL.** The termination of this Agreement shall not terminate vested rights of either party from any liabilities or obligations incurred under this Agreement prior to or which by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, indemnification, returns, and proprietary rights. The provisions of this Agreement relating to delivery of Products, payment of fees; right of offset; confidentiality; disclaimers; warranties; limitation of liability; indemnification; law; severability; and this paragraph shall survive any termination or expiration of this Agreement.
- H. ENTIRE AGREEMENT; AMENDMENTS. This Agreement, including any addenda, schedules or exhibits attached hereto, contains the entire Agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except by an amendment in writing and signed by authorized representatives of the parties hereto. No amendment shall be effected by the acknowledgement or acceptance of a purchase order, invoice, or other forms stipulating additional or different terms.
- I. **HEADINGS.** Headings used in this Agreement are for the purposes of convenience only and shall not affect the legal interpretation of this Agreement.
- J. <u>TAXES</u>. Each Party agrees to pay, collect, calculate, remit and be responsible for its respective applicable sales, use, value-added, income, excise, privilege, property, transfer, franchise and any other taxes ("Taxes") arising out of this Agreement. Arbor Gentry will collect, remit and pay Taxes to the appropriate taxing authorities only in those jurisdictions where legally required of Arbor Gentry. The Supplier agrees to indemnify, defend and hold harmless Arbor Gentry from any Tax imposed or assessed on Arbor Gentry which is legally payable by the Supplier.
- K. <u>COUNTERPARTS</u>. This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

Arbor Gentry, LLC.	Supplier:	
Ву:	By:	
Printed Name:		
Title:	Title:	
Date:		
	ATTACH W9 FORM	
	ATTACH CERTIFICATE OF INSURANCE	



SCHEDULE A TO SUPPLIER AGREEMENT

COSTS AND FEES

Schedule A is incorporated into the Supplier Agreement. Schedule A may be modified by Arbor Gentry at any time upon 30 days written notice. If the Supplier does not agree to the modifications proposed to Schedule A, then the Supplier may terminate the Supplier Agreement in accordance with its terms.

GENERAL COSTS & FEES

DESCRIPTION	FEE
Failure to expedite an expedited order	\$20
Failure to ship a Product which results in a cancellation ("Short-Ship")	\$10
Failure to transmit a valid tracking number to Arbor Gentry when the order is ship-confirmed	\$10
Failure to ship and ship-confirm a Product within Arbor Gentry's specified time frame	\$20
If Supplier manages sales through a third-party interface	Cost incurred by Arbor Gentry on behalf of the Supplier (varies by 3 rd party interface)
Unauthorized accessorial charges	Actual Cost

WE THANK YOU!



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