



AdirondackCraft.com

An Online Catalogue of Creative Gifts, Foods, Skin Care, Art, Photography, Furniture, and other Home Décor Items

Re-Seller Agreement between Holmes & Associates and the Manufacturer of Goods and Services

1.0 Description of the AdirondackCraft.com On-line Store

AdirondackCraft.com is an Internet e-commerce Web site displaying and selling high quality goods and services for manufacturers, artists, craftspeople, authors, musicians and others ("manufacturers") in exchange for a commission on each sale made through the on-line store. The Web site is owned and maintained by Holmes & Associates, a sole proprietorship based in Saranac Lake, New York.

2.0 Holmes & Associates' Responsibilities

The AdirondackCraft.com Web site will provide a professional and satisfying on-line shopping experience for the customer, including an Internet site that is attractive, features photos of items, is easy to negotiate, offers credit card purchases, and that can be found through major search engines. We will market the site through a variety of Internet and traditional marketing mediums.

2.1 Purchases: Holmes & Associates will process all purchases made through the on-line store. Once we receive an on-line order, we will e-mail confirmation to the customer. Holmes & Associates will then contact (e.g., e-mail, fax, phone) the manufacturer with the order and the shipping address. At that point, the shipping of the item to the customer becomes the manufacturer's responsibility.

2.2 Payment to the Manufacturer for Goods Sold: At least once each month we will compute the total sales for the manufacturer's items. That amount, less commission, will be sent by check to the manufacturer. Actual shipping fees paid for shipment will also be included in that check to the manufacturer.

2.3 Customer Service: Holmes & Associates will maintain a high degree of customer service, evidenced by the pleasing appearance of the Web site, high quality photos, credit card processing, e-mail and telephone customer service, and e-mail confirmation when orders are received and when products are shipped.

3.0 Manufacturer's Responsibilities

Manufacturer must have legal authority to sell the items that they offer for sale on AdirondackCraft.com.

3.1 Timely Shipments: It is the manufacturer's obligation to ship the ordered item(s) in a timely fashion upon receipt of the order, usually within two to three days. If items are "made to order" or otherwise unavailable for shipping upon receipt of an order, an accurate timeframe for delivery should be listed in the product description. If the manufacturer anticipates that shipment of an ordered item will be delayed, that information must be conveyed to Holmes & Associates so we can inform the customer.

3.2 Packaging and Shipping: The manufacturer agrees to package their items for safe shipping to the customer. The manufacturer is responsible for time and costs related to purchasing packaging materials and for packaging the item for shipment. The AdirondackCraft.com website will bill the customer for the estimated shipper/postage fee. The manufacturer will be reimbursed by AdirondackCraft.com for their actual shipping costs paid to the post office or shipper at the time of shipment.

3.3 Changes in Product Availability or Pricing: It is the manufacturer's responsibility to notify Holmes & Associates with any changes in their products (e.g., availability, appearance, color, size, contents) or changes in product pricing as soon as they occur. Changes must be made in writing (e.g., email, fax, mail). Upon receipt of the change, we will make the product change in the on-line store immediately. Manufacturer will attempt to fill customer purchases processed before the changes are made, and up to one working day after Holmes & Associates receives the written changes from the manufacturer.

