



- ROGALOFF MILITARIA -

**Rogaloff Militaria**

PO Box 4100  
Gumdale 4154  
Queensland

Ph: 07 3890 4000  
ABN: 37 128 621 830

## GENERAL WHOLESALE ACCOUNT AGREEMENT

This Wholesale Agreement (hereinafter, the "Agreement"), is made and entered into by and between the Wholesaler Rogaloff Trading (AU) Pty Ltd T/as Rogaloff Militaria ("Rogaloff Militaria"), and "Retailer" (hereinafter, "Retailer"). The acceptance of this agreement confirms the Retailer wishes to sell and promote the products offered by Rogaloff Militaria in their store/ and or other channels i.e. online.

All wholesale pricing and information is strictly confidential.

### Rogaloff Militaria and Retailer Responsibilities:

1. Retailer must maintain a current business license certificate (or equivalent) on file.
2. Retailer must maintain a current ABN **or** have a functioning URL (and / or business card) that is owned by the entity applying for the wholesale account and/or a proof (physical address) of a brick and mortar store.
3. Retailer must not in any way alter or adjust any replica medal or badge to obscure the "Replica" or "Copy" markings on the items received.
4. Retailer must not in any way misrepresent a Replica item as Genuine/ Original or any other notation other than it's supplied form of "Replica", "Copy" or "Reproduction"
5. Rogaloff Militaria will provide clear representation as to each products' standing i.e. Genuine or "Replica"
6. Rogaloff Militaria will deliver inventory to the Retailer, as agreed – the Retailer will be advised of any items out of stock and any ETA for restock if applicable.
7. Rogaloff Militaria is not involved in the actual transaction between the Retailer and the end Customer.
8. Rogaloff Militaria is not the agent of either the Retailer or the end Customer.
9. Rogaloff Militaria is in no way responsible or liable for the success of the Retailer's website or store, the accuracy, or legality of its content and operation. Further, the Retailer has independently evaluated the desirability of participating in Rogaloff Militaria's Wholesale Program and is not relying on any representation, guarantee or statement other than set forth in this agreement.
10. Rogaloff Militaria will provide a GST invoice/ receipt for all orders received.
11. Rogaloff Militaria has gone to great length to procure and retain the relevant permission/ authorisation and licenses required to sell its inventoried product(s). This includes that from (but not limited to) The Australian Defence Force, The Minister for Veterans' Affairs and other related Governing Bodies – Rogaloff Militaria is under no obligation to divulge the contents of these documents.
12. Rogaloff Militaria's manufacturing process(es) comply with the conditions and obligations laid out from the above-said bodies. Rogaloff Militaria reserves the right to maintain these processes confidential.

### Ordering Process

1. Upon receipt and approval of your completed Wholesale Agreement, you will be notified that you are an approved Retailer.
2. Orders may be placed via phone, email or via your unique log-in via [www.rogaloffmilitaria.com](http://www.rogaloffmilitaria.com) which will be provided at the execution and approval of this Wholesale Agreement.  
All email orders are to be emailed to [info@rogaloff.com](mailto:info@rogaloff.com)
3. Your order is binding on you once it is placed with us. Payment is required prior to shipment of goods unless otherwise arranged. Periodic reviews of your account will take place, and Rogaloff Militaria reserves the right to offer and/ or revoke any credit terms at its discretion.
4. Rogaloff Militaria will not process orders or hold stock for any existing Retailer who has an outstanding account.



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### **Minimum Order Requirements**

Rogaloff Militaria does not mandate minimum quantity orders, however price breaks will be provided for bulk quantities of various items. Details of these breaks will vary depending on the item. The most up-to-date pricing can be accessed by using your wholesale log-in at [www.rogaloffmilitaria.com](http://www.rogaloffmilitaria.com).

All domestic orders (within Australia) include free shipping via Australia Post. Additional services such as Express, Signature on Delivery and Insurance are at the Retailer's expense.

All International orders over AUD \$1000 will receive free express shipping.

### **Payment**

1. All orders must be accompanied by credit card payment or bank transfer in full.
2. Visa, MasterCard, Amex, Paypal and Direct Bank Deposit are all acceptable forms of payment.
3. Payments must clear prior to shipment unless otherwise arranged
4. Orders will be charged actual shipping costs.

All wholesale sales orders are final. Back charges are not acceptable.

### **Delivery And Retention Of Title**

1. Unless Rogaloff Militaria agrees otherwise in relation to a particular order, Rogaloff Militaria will arrange for delivery of orders to the address provided by the Retailer.
2. Risk passes at the time of delivery.

### **Delays In Delivery**

1. Rogaloff Militaria shall not be liable for any loss or damage the Retailer may suffer as a result of any non-delivery or late delivery of any order for any reason whatsoever, including negligence on the part of Rogaloff Militaria, its agents or contractors.
2. If an order is delivered with less than the ordered number of items or with items not included in the order, Rogaloff Militaria may either supply the missing items, replace the incorrect items or give a refund for them provided that, in the case of incorrect items, the Retailer makes them available for collection by Rogaloff Militaria.



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### Representation of Product:

1. Rogaloff Militaria retains all rights to all images of products provided and retains the right to prohibit the use of any (and all) images provided.
2. Retailer may not use any images provided in any other medium than in or on the specified website or store without prior written consent of Rogaloff Militaria.
3. Retailer may not use any of the images contained within the provided photos for any other purpose other than to gain sales.
4. Retailer may not alter (e.g., crop, change background colours, add text) provided photos other than to size appropriately for website and marketing materials.
5. Retailer must describe the product in the appropriate category and may not represent the product in other categories or for other uses, without prior authorization from Rogaloff Militaria.
6. Retailer may not engage in any activity that may have the potential to bring Rogaloff Militaria and/ or its products and services into disrepute. Retailer will be held liable for any damages in any instance arising from the aforementioned.
7. All prices quoted and displayed via [www.rogaloffmilitaria.com](http://www.rogaloffmilitaria.com) are GST inclusive.
8. All Wholesale Medal prices quoted are for the Medal only and are supplied excluding ribbon.

### Errors, Returns and Warranty

1. Order errors and/or defects must be brought to Rogaloff Militaria 's attention within five (5) business days of receipt of shipment by Retailer.
2. Retailer will not sell a knowingly defective product to a customer.
3. We endeavour to protect your reputation, and ours; if you or your customer finds an issue related to workmanship or material defects during the first 30 days after sale, we will work with you to find a resolution.
4. If an item is defective, either in workmanship or materials, Rogaloff Militaria will accept a return of the item and either repay the wholesale price in full or offer a credit or replacement.
5. To the extent permitted by law, Rogaloff Militaria excludes any other liability or obligation whether arising under a statute or the general law and whether or not resulting from negligence on the part of Rogaloff Militaria, its agents or contractors or otherwise.
6. Rogaloff Militaria does not accept returns on products for poor sell through or non-performance.
7. Please note that, notwithstanding the above provisions, Retailers and their customers may have rights under the Trade Practices Act or other Commonwealth, State or Territory laws that cannot be excluded, varied or limited as above.

### Storage of your personal information:

Rogaloff Militaria does not store your financial data (this extends to (not) keeping credit cards on file). Orders paid for by credit card over the phone will require the Retailer to provide these details each time – including card number, expiry date, name and ccv. All orders placed with a credit card via [www.rogaloffmilitaria.com](http://www.rogaloffmilitaria.com) are protected using SSL secure encryption processes in line with industry standards.

For our policy on how your personal information is stored and used, please visit our privacy policy at the following link: <https://www.rogaloffmilitaria.com/privacy-policy>



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## **Notices**

Notices will be deemed to be delivered when sent by email to the email address provided on this Agreement.

## **Severability**

If any provisions or sections of this agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision or section shall be deemed severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

## **Intellectual Property**

Retailer hereby acknowledges that the Intellectual Property is the sole and exclusive property of Rogaloff Militaria, and that Rogaloff Militaria have the exclusive right to the use thereof on and in connection with the Products. (For purposes of this agreement, the term "Intellectual Property" shall mean and refer to any and all trademarks, copyrights, trade secrets, confidential information, signs, and/or packaging associated with or relating to the Products – but not the actual product itself). Retailer agrees that Retailer will not use the Intellectual Property for any reason except as allowed under this agreement. Such use shall not create any interest in the Intellectual Property by retailer, and said Intellectual Property shall remain the sole and exclusive property of Rogaloff Militaria at all times.

Rogaloff Militaria has been granted permission by the Office of the Official Secretary to the Governor General to reproduce insignia and medals within the Australian Honours System.

Copyright of all insignia, both civilian and military, is (and remains) the property of the Australian (or relevant) Government.

## **Right to Modify**

1. Rogaloff Militaria retains the right to modify this agreement at any time and from time to time. The changes will take effect as soon as Rogaloff Militaria notifies you of the changes. All orders placed will be accepted and supplied only upon Rogaloff Militaria Terms and Conditions applicable at the time. Changes will not be retroactive.
2. Rogaloff Militaria may, in its own absolute discretion, terminate the approval of a Retailer at any time upon notice to the retailer without cause and without having to provide any reason.



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Executed By:

**RETAILER:**

SOLE TRADER or COMPANY NAME: \_\_\_\_\_

ABN (IF APPLICABLE): \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ WEB URL: \_\_\_\_\_

*Please Tick (as applicable)*

BRICK & MORTAR STORE

ONLINE

BOTH

By signing this document, I acknowledge, understand and will comply with the Rogaloff Militaria terms and conditions detailed in this Wholesale Agreement.

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

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