



Dropshipping Contract

Magic Drink (P.Iva/Vat number 03160410605) based in Via Torricelli Inferiore 5 in San Giorgio a Liri 03031 (Fr) in the person of its sole administrator and legal representative Luca Mastronicola, born in Fomina (LT) on 29/12/1981 later named "Dropshipper";

Partita Iva/Vat number _____

Company _____

In the person of its pro tempore legal representative

Name and Surname _____ Born in _____

On the _____ Tax Code _____

Hereinafter referred to as "Reseller"

Accordingly

- that dropshipping carries out the purchase and sale of food products in electronic commerce mode, carrying out dropshipping activities, through its own portal accessible on the site www.magikdrink.store
- that the Reseller administers and manages an E-Commerce, specialized in the organization of online sales of food products intended exclusively for the end user, accessible at the following internet address _____ (obligatory)
- Dropshipper and Reseller intend to undertake a commercial collaboration with each other, through electronic commerce, carrying out dropshipping activities, an activity according to which the reseller through its E-Commerce website undertakes to sell food products made available by the dropshipper directly to end users, drawing directly from the goods present in the warehouse of the latter.

Dropshipper and Reseller agree and stipulate the following:

Object of the Contract

This contract has the objective of defining the contractual conditions to which Dropshipper and Reseller, a combination which will later be referred to as “Parties” will have to comply, in relation onlòy to the modality of electronic commerce.

Article 1 : Dropshpper’s Obligations

For the duration of the contract, the Dropshipper undertakes to:

1. Make the updated product catalog available to the Reseller through its internet portal
2. Complete and upload the photographic catalog complete with packing list on its internet portal indicating the quantity list by brand, model, weight, color and sales price list indicating the final price provided by the manufacturer and/or distributor and the “B2B” price to be applied to the Reseller.
3. Reserve the goods loaded on its internet portal while stocks and in any case only from the moment of payment of the order;
4. Carry out the delivery of the goods according to the availability referred to in Article 67 of this contract;
5. Accept “Returns”, meaning as such the products returned by the Reseller or by the end user, following withdrawal as per law; in this case, if possible, the product will be returned to the Reseller; in any case, all shipping costs for the outward and return journeys will be borne by the Reseller.

Article 3 : Reseller’s Obligations

For the duration of the contract, the reseller undertakes to comply with the following breach obligations of which this agreement will be considered terminated and the service terminated except in any case of compensation, in favor of the Dropshipper, of the damages resulting from this violations:

1. Upload on its website all the Photographic Catalog that the Dropshipper has uploaded to its internet portal, without excluding anything and indicate the list price established by the manufacturer and/or distributor and the consequent discounted price to be applied to the end user.
2. Sell online from their website, directly to the end user, the items made available by the Dropshipper at the price he deems appropriate
3. Order and pay for items purchased by end users through its website, in the terms and conditions provided for in Article 4 of this contract

4. Pay the Dropshipper an initial fee of euro 499(including VAT) and a monthly fee of 60,00 euro including VAT for the service offered by a recurring and automatic monthly subscription with a stirpe platform provided by the Dropshipper.
5. In case of monthly transactions exceeding 1.500,00 Euro, the monthly fee will not be applied.
6. Accept the obligation not to be able to supply the same brands provided by the Dropshipper, directly from the manufactures and/or licensees; otherwise the Dropshipper reserves the right to withdraw from the contract with immediate effect, reserving right now to request compensation for damages deriving from this violation. (This obligation was taken into account in the determination of the prices to be applied to the Reseller, so that the Reseller can receive an indirect vantage).
7. Undertake to use the Service according to the indications provided by the Dropshipper indicated below:
 - a) The Reseller cannot in any way modify the catalog provided by the Dropshipper as well as the data contained therein
 - b) The Reseller undertakes not to transfer the Catalog provided by the Dropshipper and/or the data necessary to receive it to third parties, neither during the validity of this contract nor after its termination.
 - c) The Reseller as of now all the technical changes concerning the service made by the Dropshipper even without notice.
 - d) The Reseller agrees not to reduce or discount its sales prices to the public below the public prices suggested by the Dropshipper.

Article 4 : PRICES

1. The price of the items to be applied to the public is what the Reseller deems appropriate;
2. On the sale price to end users, the " B2B " price indicated in the packing list will go to the Dropshipper, while the remaining proceeds from the sale will go to the Reseller;
3. The term within which the Reseller will have to pay for the orders is contextual to the order itself;
4. The total payment of the order to the Dropshipper must be made through the website www.magicdrink.store and with direct payment by credit card.

Article 5 : Order and payment of the purchased products

1. the payment of the products ordered is always anticipated, the preparation of the order and its shipment are subject to the actual receipt of the payment in a single solution and with the following payment method: credit card, postepay.
2. Orders less than 15,00 Euros will not be processed.

Article 6 : Product availability

1. The products published in the Catalog – Database provided by the Dropshipper and made available from the CSV file are offered within the limits of the quantities indicated therein according to different levels of product availability
 - Not available or not present in the Catalog
 - Available, that is present in an amount greater than or equal to one (1) unit.
2. The information contained in the CSV file is continuously updated. However, in the event that one or more products are unavailable after validating the order, the Dropshipper will promptly inform the Reseller by message and/or email. The Reseller has the right to cancel the order, in the event that the delay in supplying the product exceeds 10 working days.

Article 7 : SHIPPING, DELIVERY OF PURCHASED PRODUCTS AND RELATED COSTS

The Dropshipper guarantees shipments to EU and non-EU countries.

Each shipment travels at the risk of the Final Customer and at his own expense.

Deliveries will be made by express courier.

The seller will be exclusively responsible for sending the invoice or tax receipt relating to the sale to the Final Customer by e-mail, fax or any other system deemed useful.

The Dropshipper undertakes to do everything possible to respect the delivery times indicated but in no case can it be held responsible for any delays in the delivery of the package or for the damage caused by it to the seller. The delay in delivery can never be considered a reason for canceling an order. An order concerning unavailable products may be subject to cancellation or be delayed in delivering following the delivery times of the missing products.

The Dropshipper will provide the seller with the tracking number and/or identification code of the shipment so that it can follow its progress, manage stocks and, on request, inform the Final Customer of its status. The courier will make a maximum of three(3) attempts, once the package has been sold out, return to the Dropshipper warehouse. In case of return of the package, the order will be canceled and the seller will be refunded (by issuing a credit note or by bank transfer).

Article 8 : Duration of the contract and right of withdrawal

This contract will last from one (1) year from the date of signing. Upon expiry, the contract will be renewed tacitly from year to year under the same conditions set out in this contract. The Parties reserve the right to withdraw from this contract by registered letter with return receipt, to be sent at least sixty days before the expiry of the contract.

Article 9 : Legal Resolution

The agreement will be considered terminated by right pursuant to Art. 1456 of the Italian Civil Code if the seller violates even one of the obligations under this contract. Pursuant to and for the purpose of Article 1353 of the Italian Civil Code, the Dropshipper may also terminate this contract without notice and with immediate effect, if the Seller: is subjected to bankruptcy or other insolvency proceedings as well as on protest or other insolvency; transfer the activity and ownership of the corresponding domain; suffers a seizure or other form of constraint on its assets that prejudices this contract; is put under liquidation, voluntarily or coercively.

The Dropshipper reserves the right, in its sole discretion and at any time, to cease the supply of the Service, or part of it, with a 15 day notice.

In the event of non-compliance with the obligations resulting from this contract attributable to one of the Parties, the other Party, subject to communication which will take place in accordance with article 9 of this contract, has the right to consider the contract, has the right to consider the contract terminated with immediate effect, therefore without any prior notice and without having to pay any penalty to the other Party.

This contract will be automatically terminated in the event of failure of one of the Parties, or in the event of the establishment of bankruptcy proceedings, as well as in the event of protest or other insolvency.

Article 10 : Effects of the termination of the agreement

At the end of this agreement, by the Dropshipper or Reseller, all the rights of the latter deriving from this agreement, and the supply by the Dropshipper will cease with immediate effect. The Reseller is also required to delete any data regarding the Catalog supplied by the Dropshipper, in any form and on any medium it has been kept, also removing any backup copies.

Article 11 : Personal nature of the contract

the Parties mutually acknowledge that this contract is concluded "intuit personae" and therefore is effective only and only between the Parties, therefore the obligations, rights and credits deriving from it can never be transferred to third parties.

Article 12 : Communications between the Parties

Communications between the Parties, in relation to the execution of this contract, must take place in writing via Certified Electronic Mail or by registered Mail to/from the addresses indicated above, or in case of variation of the same, to the addresses that will subsequently be communicated.

Article 13 : Confidentiality obligation

The Parties undertake to treat with the utmost confidentiality and not to disclose, even after the termination or dissolution of the contract, the technical, commercial and company data, as well as news and confidential information relating to the Parties themselves and their activities, of which has become known by virtue of the execution of this contract.

Article 13 : Jurisdiction

The Parties agree that the Cassino forum is the only place of jurisdiction for any dispute that may arise in relation to this contract.

Article 14 : Applicable standards

In the event that the Reseller is a foreign company, the contract will be governed and interpreted by Italian law only, having the Parties so disposed pursuant to Article 3 of the Rome Convention of 19/06/1980 on the law applicable to contractual obligations, in effective from 01/04/1991.

Therefore the substantive law applicable to the contract will be the procedural law applicable to the arbitration procedure will be exclusively the Italian one.

In this circumstance, the contract will be entered into to Italy between two contractors from different countries and will be drafted and interpreted in the Italian language only, constituting the certified copy in English, mere translation without legal value, prepared for the sole purpose of facilitating to understanding of the contractual regulation.

This contract is drawn up in two originals copies, one of which delivered to the Dropshipper and another to the Reseller. The Parties, after careful reading, sign for full and integral acceptance. By express acceptance of the particular clauses referred to in Article 1,2,3,4,5,6,7,8,9,10,11,12,13 and 14 of this contract.

San Giorgio A Liri

li __/__/____

Stamp and Sign of the Reseller

Stamp and Sign of the Dropshipper