



Supplier Agreement

Gudiee LLC

Effective Date: 7-30-2026

Version: v1.0

1. Introduction

This Supplier Agreement ("Agreement") establishes the terms and conditions that apply to users who participate as Suppliers on the Gudiee marketplace.

This Agreement is between:

Gudiee LLC ("Gudiee," "we," "us," or "our")

and

The Supplier ("Supplier," "you," or "your")

By registering as a Supplier, listing materials, accepting material orders, or providing supplies through Gudiee, you agree to this Agreement.

This Agreement supplements:

- Gudiee Terms of Service.
- Gudiee Privacy Policy.
- Applicable Marketplace Policies.

If there is a conflict between this Agreement and the Terms of Service, this Agreement controls only regarding Supplier-specific responsibilities.



Supplier Agreement

2. Supplier Role

Suppliers are independent businesses that provide materials, components, blanks, or manufacturing supplies used by Makers participating on Gudiee.

Examples may include:

- Apparel blanks.
- Fabric.
- Thread.
- Filament.
- Resin.
- Vinyl.
- Sublimation products.
- Manufacturing components.
- Other approved production materials.

Suppliers support the Gudiee manufacturing ecosystem by providing Makers access to production resources.

3. Independent Supplier Relationship

Suppliers participate on Gudiee as independent businesses.

Nothing in this Agreement creates:

- Employment.
- Partnership.
- Joint venture.
- Agency relationship.

Suppliers:

- Control their own business operations.
- Manage their own inventory.
- Determine their own supply capabilities.
- Maintain responsibility for their products and services.

Gudiee provides marketplace infrastructure, supplier discovery, and transaction support.



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4. Supplier Account Requirements

To participate as a Supplier, you must:

- Create a Gudiee account.
- Provide accurate business information.
- Complete required verification.
- Provide product information.
- Provide payment information.
- Provide tax information when required.

Suppliers must maintain accurate information regarding:

- Materials offered.
- Product specifications.
- Availability.
- Pricing.
- Shipping options.

5. Supplier Verification

Gudiee may require Supplier verification before allowing marketplace participation.

Verification may include:

- Business information.
- Product information.
- Material specifications.
- Quality documentation.
- Supplier history.
- Other information necessary to maintain marketplace trust.

Gudiee may update verification requirements as marketplace standards evolve.

Verification does not guarantee sales or marketplace placement.



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6. Supplier Listings

Suppliers are responsible for maintaining accurate marketplace listings.

Listings may include:

- Product name.
- Material type.
- Specifications.
- Available sizes or variations.
- Colors.
- Compatibility information.
- Pricing.
- Inventory availability.
- Shipping information.

Suppliers must ensure listings accurately represent available materials.

Suppliers may not intentionally misrepresent:

- Material quality.
- Product specifications.
- Availability.
- Manufacturing compatibility.



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7. Material Quality Standards

Suppliers are responsible for ensuring materials provided through Gudiee meet described specifications.

Supplier responsibilities include:

- Providing materials matching listings.
- Maintaining consistent quality.
- Properly identifying materials.
- Communicating known limitations or requirements.

If materials do not meet marketplace expectations, Gudiee may review:

- Supplier performance.
- Buyer or Maker reports.
- Product documentation.
- Order history.

8. Supplier Inventory Information

Suppliers may provide inventory information through Gudiee.

Inventory information should be:

- Accurate.
- Updated regularly.
- Representative of available supply.

Suppliers acknowledge that:

- Supplier inventory does not automatically represent Maker inventory.
- Makers only show inventory they personally purchased or maintain.
- Availability information may change due to marketplace activity.



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9. Supplier Orders and Fulfillment

When a Supplier receives an order through Gudiee, the Supplier is responsible for:

- Confirming availability.
- Preparing materials.
- Providing accurate fulfillment information.
- Shipping or making materials available according to the selected fulfillment method.

Suppliers must communicate issues that may affect fulfillment.

10. Supplier Shipping and Fulfillment Options

Suppliers may provide materials through available fulfillment methods supported by Gudiee.

These may include:

- Supplier-provided shipping.
- Gudiee-provided shipping labels.
- Maker pickup options.
- Local delivery arrangements.
- Other approved fulfillment methods.

Suppliers must:

- Package materials appropriately.
- Provide accurate shipment information.
- Meet stated fulfillment timelines.
- Notify Gudiee of delays or issues.

Gudiee may assist with shipping coordination but does not guarantee Supplier fulfillment performance.



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11. Supplier Pickup and Local Fulfillment

Where available, Suppliers may allow Makers to collect materials through pickup arrangements.

Suppliers participating in pickup programs are responsible for:

- Preparing confirmed orders.
- Providing accurate pickup instructions.
- Verifying order completion.
- Maintaining appropriate material handling practices.

Gudiee may display general supplier location information to support local production networks.

Gudiee does not publicly display private addresses unless necessary for authorized fulfillment.

12. Supplier Pricing and Transactions

Suppliers determine the pricing of materials offered through Gudiee unless otherwise agreed.

Supplier pricing may include:

- Material cost.
- Packaging costs.
- Shipping costs.
- Other applicable charges.

Makers are responsible for purchasing materials according to Supplier pricing.

Gudiee may collect marketplace fees or service fees associated with facilitating transactions.



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13. Relationship Between Supplier Materials and Maker Compensation

Supplier material costs may be incorporated into Maker production costs when Makers calculate production requirements.

Makers are responsible for determining their own production needs and ensuring they have appropriate materials available.

Supplier pricing does not directly determine Creator royalties or Gudiee marketplace fees.

14. Product Issues and Material Defects

Suppliers are responsible for material issues caused by:

- Incorrect materials.
- Misrepresented specifications.
- Defective products.
- Failure to meet listed requirements.

If a material issue occurs, Gudiee may review:

- Supplier listing information.
- Order records.
- Maker reports.
- Product documentation.

Resolution options may include:

- Replacement materials.
- Refunds.
- Supplier corrective action.
- Listing updates.
- Supplier restrictions.



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15. Supplier Performance

Gudiee may evaluate Supplier performance to maintain marketplace quality.

Performance factors may include:

- Listing accuracy.
- Material quality.
- Fulfillment reliability.
- Response speed.
- Order accuracy.
- Maker feedback.
- Issue resolution.

Performance information may be used to:

- Improve marketplace recommendations.
- Determine supplier visibility.
- Maintain marketplace standards.

Gudiee does not guarantee a specific number of Supplier orders.



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16. Supplier Communication Responsibilities

Suppliers must maintain professional communication with:

- Gudiee.
- Makers.
- Authorized marketplace participants.

Suppliers should respond to:

- Material questions.
- Order issues.
- Fulfillment concerns.
- Quality inquiries.

Suppliers may not:

- Circumvent Gudiee transactions.
- Directly solicit Makers to avoid marketplace fees.
- Misuse marketplace participant information.

17. Supplier Data and Marketplace Information

Suppliers may receive information necessary to complete material transactions.

Suppliers may not misuse:

- Maker information.
- Buyer information.
- Creator information.
- Marketplace operational data.

Supplier access to marketplace information is limited to authorized business purposes.



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18. Intellectual Property

Suppliers are responsible for ensuring that materials, products, and information provided through Gudiee do not violate third-party rights.

Suppliers retain ownership of their own:

- Product information.
- Business information.
- Brand materials.

Suppliers may not claim ownership of:

- Creator designs.
- Maker-created products.
- Buyer-created content.

19. Supplier Compliance With Laws

Suppliers are responsible for complying with applicable laws and regulations related to their business operations.

This may include:

- Product regulations.
- Business requirements.
- Tax obligations.
- Material safety requirements.
- Shipping requirements.

Suppliers are responsible for obtaining required licenses, certifications, or approvals.



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20. Supplier Suspension and Termination

Gudiee may restrict, suspend, or terminate Supplier participation when necessary to protect marketplace integrity.

Reasons may include:

- Repeated fulfillment failures.
- Misrepresented materials.
- Poor quality issues.
- Fraudulent activity.
- Circumvention of Gudiee transactions.
- Policy violations.

Actions may include:

- Listing removal.
- Reduced visibility.
- Temporary restrictions.
- Supplier account suspension.
- Supplier account termination.

Suppliers may appeal enforcement decisions according to Gudiee procedures.

21. Supplier Representations and Warranties

By participating as a Supplier on Gudiee, you represent and warrant that:

- You have the legal authority to provide the materials listed.
- Your product information is accurate.
- Materials provided match marketplace descriptions.
- You will fulfill accepted material orders according to stated requirements.
- Your products comply with applicable laws and regulations.
- You will not intentionally misrepresent product quality, availability, or specifications.

Gudiee relies on these representations when allowing Supplier participation on the Platform.



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22. Supplier Indemnification

To the extent permitted by law, Suppliers agree to protect and reimburse Gudiee from claims, damages, losses, liabilities, costs, and expenses arising from Supplier activities, including:

- Defective or misrepresented materials.
- Intellectual property claims related to Supplier products.
- Violations of applicable laws or regulations.
- Failure to fulfill Supplier obligations.
- Misrepresentation of product information.

This obligation applies only to matters caused by Supplier actions, products, or failures.

23. Supplier Taxes and Financial Responsibilities

Suppliers are responsible for their own:

- Business taxes.
- Income reporting.
- Sales tax obligations.
- Regulatory requirements.

Suppliers must provide:

- Accurate payment information.
- Required tax information.
- Verification information when requested.

Gudiee may collect required tax information and provide applicable reporting documents when required by law.



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24. Supplier Payments

Supplier payments are processed through Gudiee's designated payment system.

Payment timing may depend on:

- Order completion.
- Payment processing requirements.
- Refund periods.
- Fraud prevention procedures.
- Marketplace policies.

Payments may be delayed, withheld, or reviewed due to:

- Disputes.
- Fraud concerns.
- Policy violations.
- Legal obligations.



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25. Confidential Information

Suppliers may receive confidential information through participation on Gudiee, including:

- Maker information.
- Marketplace activity.
- Business processes.
- Platform features.
- Transaction information.

Suppliers agree to:

- Protect confidential information.
- Use information only for authorized purposes.
- Avoid unauthorized disclosure.

Confidential information does not include information that:

- Is publicly available.
- Was independently developed.
- Was lawfully obtained from another source.

26. Feedback and Platform Improvements

Suppliers may provide feedback, recommendations, or suggestions regarding Gudiee.

By submitting feedback, Suppliers allow Gudiee to use such feedback to improve marketplace functionality without compensation obligations.

Feedback does not transfer ownership of Supplier products, business information, or intellectual property.



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27. Changes to Supplier Agreement

Gudiee may update this Supplier Agreement when necessary to:

- Improve marketplace operations.
- Reflect changes in services.
- Address legal requirements.
- Improve Supplier standards.

Material changes may be communicated through reasonable methods.

Continued participation as a Supplier after changes become effective constitutes acceptance of the updated Agreement.

28. Governing Law

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-law principles, except where applicable law requires otherwise.

29. Severability

If any provision of this Agreement is found invalid, unlawful, or unenforceable:

- The remaining provisions remain effective.
- The invalid provision will be modified to the extent necessary where permitted.

30. Entire Agreement

This Supplier Agreement, together with:

- Gudiee Terms of Service.
- Gudiee Privacy Policy.
- Applicable Marketplace Policies.

represents the complete agreement between Gudiee and the Supplier regarding Supplier participation on the Platform.



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31. Contact Information

Questions regarding the Supplier Agreement may be submitted through Gudiee's designated support channels.

Suppliers may contact Gudiee regarding:

- Account matters.
- Material listings.
- Fulfillment questions.
- Payment concerns.
- Policy questions.

End of Supplier Agreement