



SWIFT SPACE
SOLUTIONS

WHOLESALE MEMBERSHIP AGREEMENT

Wholesale Cabinetry for Licensed Contractors
Greenville, South Carolina

(864) 825-0080

Swiftspacesolutions@gmail.com

swift-space-solutions.com

SWIFT SPACE SOLUTIONS

WHOLESALE MEMBERSHIP AGREEMENT

Agreement Number: SWIFTSAPCE-_____

Effective Date: _____

PARTIES

Company:

Swift Space Solutions LLC
Greenville, SC
Phone: (864) 825-0080
Email: Swiftspacesolutions@gmail.com
Website: <https://swift-space-solutions.com>

Member:

Full Legal Name / Business Name	_____
Owner / Authorized Representative	_____
Contractor License Number	_____
License State & Expiration Date	_____
Business Address	_____
City, State, ZIP	_____
Phone	_____
Email	_____
EIN / Tax ID (optional)	_____

RECITALS

WHEREAS, Swift Space Solutions LLC operates a wholesale cabinet buying group that provides licensed contractors with access to premium cabinetry at wholesale pricing; and

WHEREAS, Member is a licensed contractor who desires to participate in the Swift Space Solutions wholesale membership program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 -- MEMBERSHIP ELIGIBILITY & ENROLLMENT

1.1 Contractor License Requirement. Membership in Swift Space Solutions is exclusively available to holders of a valid, active contractor's license issued by a state or local licensing authority. Member represents and warrants that they hold such a license at the time of enrollment and shall maintain it in good standing throughout the term of this Agreement.

1.2 License Verification. Member shall provide a copy of their current contractor's license at the time of enrollment. Swift Space Solutions reserves the right to independently verify the validity and standing of Member's license at any time. Member shall promptly notify Swift Space Solutions of any change in license status, including but not limited to suspension, revocation, expiration, or restriction.

1.3 Membership Approval. Submission of this Agreement does not guarantee membership. Swift Space Solutions reserves the right to accept or decline any membership application at its sole discretion. Membership is limited per market area to preserve competitive advantage for existing Members.

1.4 Individual & Non-Transferable. Membership is granted to the individual or business entity named above and is non-transferable. Member may not assign, sublicense, or delegate their membership rights or benefits to any third party without prior written consent from Swift Space Solutions.

1.5 Annual Membership Fee. An annual membership fee of Five Thousand Dollars (\$5,000.00) is required to participate in the Swift Space Solutions wholesale program. The fee is collected at the time of application submission and billed automatically each year thereafter on the anniversary of the Effective Date. The membership fee covers enrollment, initial sample door set, Builder Portal access, ongoing wholesale network access, and one (1) year of membership benefits as described in Article 2. Acceptable payment methods are ACH bank debit (no processing fee) or credit/debit card (subject to a three percent (3%) processing fee added to the transaction).

1.6 Application Review & Refund on Denial. Membership fees are collected at the time of application submission and held pending Swift Space Solutions' review of the application. Applications are typically reviewed within five (5) business days. If the application is approved, the membership fee is non-refundable and membership benefits are activated immediately. If the application is denied, the membership fee will be refunded within ten (10) business days, less any non-refundable payment processing fees imposed by the payment processor (approximately three percent (3%) of the transaction amount for credit/debit card payments; up to five dollars (\$5.00) for ACH bank transfers). Member acknowledges that these processing fees are retained solely by the payment processor and are not received by Swift Space Solutions.

ARTICLE 2 -- MEMBERSHIP BENEFITS

2.1 Sample Door Set. Swift Space Solutions shall ship one (1) complete sample door set to Member at the address provided above at no additional charge. The sample set remains the property of Member upon receipt. Replacement or additional sample sets may be purchased at Member's expense.

2.2 Wholesale Pricing Access. Member shall receive access to Swift Space Solutions wholesale cabinet pricing across all available cabinet lines. Pricing is volume-based and communicated by Swift Space Solutions at enrollment. Cabinet lines, product availability, and pricing may be updated or changed at any time without prior notice. Swift Space Solutions will make current pricing available through the Builder Portal.

2.3 Builder Portal Access. Member shall receive login credentials to the Swift Space Solutions Builder Portal (<https://swift-space-portal.vercel.app>), which serves as the primary interface for order management and project tracking. The Builder Portal provides access to: order history and status tracking, design documents and 3D renderings, invoices and payment records, product catalogs and specifications.

All official communication regarding orders, designs, and project coordination shall be directed to the designated Account Manager via email, phone, or text. Member is responsible for maintaining the confidentiality of their portal credentials. Any activity conducted through Member's portal account shall be deemed authorized by Member.

2.4 Design Services. Member shall have access to complimentary kitchen design layouts created using professional 2020 Design software, subject to availability and Swift Space Solutions' standard design turnaround times.

2.5 Dedicated Support. Member shall have access to Swift Space Solutions' dedicated contractor support for product selection, design consultation, and order coordination.

2.6 Intellectual Property. All design documents, 3D renderings, kitchen layouts, and other materials created by Swift Space Solutions using 2020 Design software or any other tools remain the intellectual property of Swift Space Solutions. Member is granted a limited, non-exclusive, non-transferable license to use such materials solely for the specific project for which they were created.

2.7 Portal Data & Privacy. Swift Space Solutions may collect and store business information provided by Member through the Builder Portal, including order details, project specifications, and communication records. Swift Space Solutions shall not sell or share Member's business data with third parties except as necessary to fulfill orders, process payments, or comply with legal obligations.

ARTICLE 3 -- PRICING & VOLUME STRUCTURE

3.1 Volume-Based Pricing. Cabinet pricing is determined by Member's cumulative purchase volume. Swift Space Solutions shall provide Member with current pricing information at enrollment via the Builder Portal. Higher cumulative volume may qualify Member for improved pricing tiers.

3.2 Price Quotations. All price quotations provided by Swift Space Solutions are valid for fourteen (14) days from the date of issuance. After this period, pricing and availability are subject to change.

3.3 Taxes & Shipping. All applicable taxes, shipping, and freight charges will be calculated and included in the final quote provided to Member. Member may provide a valid resale certificate or tax exemption certificate where applicable.

3.4 Price Changes. Swift Space Solutions reserves the right to modify wholesale pricing at any time without prior notice. Orders placed and confirmed prior to a price change shall be honored at the previously quoted price.

ARTICLE 4 -- PAYMENT TERMS

4.1 Payment in Full. All orders require payment in full at the time of order placement. No order shall be submitted to the manufacturer until full payment has been received and verified. This is a strict requirement with no exceptions unless Member qualifies for Net Terms under Section 4.4.

4.2 Accepted Payment Methods & Processing Fees. Swift Space Solutions accepts the following: **ACH Debit (Preferred)** — No processing fee, debited from Member's authorized business bank account per Article 4A. **Business Check** — No processing fee, payable to "Swift Space Solutions LLC." **Credit / Debit Card** — A processing fee of 3% of the total transaction amount shall be added to every order paid by card. Personal checks are not accepted. A fee of \$30.00 shall be assessed for any returned or dishonored check.

4.3 Performance Requirement. To maintain active membership status, Member must complete a minimum of One Hundred Thousand Dollars (\$100,000.00) in total order volume within a single calendar year. Failure to meet this threshold may result in membership review at Swift Space Solutions' sole discretion.

4.4 Net Payment Terms (Qualified Members Only). Net 15 or Net 30 payment terms are NOT available to new Members. Net terms may be extended at Swift Space Solutions' sole discretion only after Member satisfies the performance requirement in Section 4.3.

4.5 Late Payment on Net Terms. A late fee of 1.5% per month (18% annually) shall accrue on unpaid balances. Swift Space Solutions may suspend Net Terms and revert to payment-in-full requirements. Member shall be responsible for all collection costs including reasonable attorney's fees.

4.6 No Refunds After Manufacturing. Once an order has been submitted to the manufacturer, payment is non-refundable. See Article 6 for cancellation and return policies.

ARTICLE 4A — ACH DEBIT AUTHORIZATION

4A.1 Authorization to Initiate ACH Debits. By executing this Agreement and providing bank account information below, Member authorizes Swift Space Solutions LLC to initiate ACH debit entries from the Designated Account for: (a) the annual membership fee; (b) payment for approved job orders, material invoices, and purchase orders; (c) shipping and freight charges; and (d) any fees, late charges, or returned payment fees assessed under this Agreement.

4A.2 Variable Amounts & Frequency. Member acknowledges that the amounts and frequency of ACH debits will vary based on project activity, approved orders, and outstanding invoices. This authorization covers both one-time and recurring/periodic debits. There is no fixed schedule or fixed amount — each debit corresponds to a specific approved order, invoice, or fee under this Agreement.

4A.3 Prior Notice of Debit. Swift Space Solutions shall notify Member of the amount to be debited at least three (3) business days prior to initiating any ACH debit. Notification shall be delivered via email or through the Builder Portal and shall include the amount, charge description, and anticipated debit date. Failure to dispute within the notice period constitutes acceptance.

4A.4 Right to Stop Payment. Member may stop payment on any ACH debit by contacting their bank at least one (1) business day before the scheduled debit, or by contacting Swift Space Solutions directly. Stopping payment on a valid, undisputed charge does not relieve Member of the underlying obligation.

4A.5 Revocation of Authorization. This authorization remains in effect for the duration of membership and survives termination until all balances are collected. Member may revoke by providing written notice at least fifteen (15) calendar days before the next scheduled debit, sent via email to Swiftspacesolutions@gmail.com or certified mail. Upon revocation, Member must use an alternative payment method (business check or credit/debit card with 3% fee).

4A.6 Returned Transactions & NSF Fees. A returned transaction fee of Fifty Dollars (\$50.00) per occurrence shall be assessed for any returned, dishonored, or rejected ACH debit. Swift Space Solutions may re-initiate up to two (2) times. After two failed attempts, the balance is due via check or card. Three or more returns within twelve months may result in revocation of ACH privileges and membership review.

4A.7 NACHA Compliance. All ACH transactions shall comply with NACHA Operating Rules and applicable federal regulations, including Regulation E (12 CFR Part 1005) to the extent applicable to business accounts.

4A.8 Account Changes. Member must notify Swift Space Solutions in writing at least ten (10) business days prior to any change in the Designated Account.

4A.9 Designated Bank Account Information

Bank / Financial Institution Name _____

Account Holder Name (as on account) _____

Routing Number (ABA)	_____
Account Number	_____
Account Type	<input type="checkbox"/> Business Checking <input type="checkbox"/> Business Savings

4A.10 ACH Authorization Signature

By signing below, Member authorizes Swift Space Solutions LLC to initiate ACH debit entries from the Designated Account as described in this Article 4A. Member certifies they are an authorized signer on the Designated Account and that the account information provided is accurate.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ARTICLE 5 -- ORDERING PROCESS

5.1 Order Approval. Orders are considered approved once Member confirms via the Builder Portal, email, or text. Once approval is received, the order will be placed with the manufacturer immediately.

5.2 Pricing Transparency. Before manufacturer submission, Member will receive estimated delivery timeframe, payment instructions, and a final summary for written approval.

5.3 Member Responsibility for Accuracy. Member is solely responsible for the accuracy of all measurements, specifications, and quantities provided. Swift Space Solutions shall not be liable for errors resulting from incorrect information supplied by Member.

5.4 Lead Times. Estimated lead times are provided in good faith but are not guaranteed. Swift Space Solutions shall promptly notify Member of any significant delays.

ARTICLE 6 -- CANCELLATIONS, RETURNS & WARRANTIES

6.1 Cancellations Before Manufacturing. Orders may be cancelled without penalty if written cancellation is received before the order has been submitted to the manufacturer. A full refund shall be issued within fourteen (14) business days.

6.2 Cancellations After Manufacturing. Member shall be responsible for any restocking fees, manufacturing charges, or other costs imposed by the manufacturer.

6.3 Damaged or Defective Product. Member must inspect all deliveries within five (5) business days of receipt and report any damage or defects in writing with photographic documentation.

6.4 Manufacturer Warranty. All cabinet products are covered by the respective manufacturer's warranty. Swift Space Solutions expressly disclaims all other warranties, express or implied.

6.5 No Returns on Custom Orders. Custom, modified, or special-order products are non-returnable and non-refundable once manufacturing has commenced.

ARTICLE 7 -- CONFIDENTIALITY

7.1 Confidential Information. Member acknowledges that Swift Space Solutions' wholesale pricing, supplier relationships, vendor agreements, pricing structures, business methods, member lists, and proprietary systems constitute valuable trade secrets.

7.2 Non-Disclosure of Pricing. Member shall not disclose Swift Space Solutions wholesale pricing to any non-member, competitor, or third party.

7.3 Anti-Circumvention / Non-Solicitation of Suppliers. Member shall not, during the term of this Agreement and for two (2) years following termination, directly or indirectly contact, solicit, or purchase from any of Swift Space Solutions' suppliers that were introduced through Swift Space Solutions.

7.4 Survival. Confidentiality obligations survive for three (3) years; anti-circumvention obligations survive for two (2) years following termination.

ARTICLE 8 -- TERM & TERMINATION

8.1 Term & Annual Renewal. This Agreement commences on the Effective Date (the date the application is approved by Swift Space Solutions) and continues for one (1) year. The \$5,000 annual membership fee shall renew automatically on each anniversary of the Effective Date for successive one-year periods unless either Party provides thirty (30) days' written notice of non-renewal prior to the renewal date. Member may manage or cancel automatic renewal at any time via the Builder Portal.

8.2 Termination for Cause. Swift Space Solutions may terminate immediately if Member fails to maintain a valid contractor's license, breaches payment obligations, breaches confidentiality, or materially breaches any provision of this Agreement.

8.3 Termination for Convenience. Member may terminate at any time with thirty (30) days' written notice. Termination does not relieve Member of outstanding payment obligations.

8.4 Effect of Termination. Upon termination: portal access is deactivated, all outstanding invoices become immediately due, Member ceases using Swift Space Solutions' name and materials, confidentiality obligations survive, and paid orders in progress shall be fulfilled.

ARTICLE 9 -- LIMITATION OF LIABILITY

9.1 IN NO EVENT SHALL SWIFT SPACE SOLUTIONS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. Swift Space Solutions' total aggregate liability shall not exceed the total amount paid by Member during the twelve (12) months preceding the claim. Swift Space Solutions shall not be liable for delays due to force majeure events.

ARTICLE 10 -- INDEMNIFICATION

10.1 Member agrees to indemnify, defend, and hold harmless Swift Space Solutions from all claims, damages, losses, and expenses arising from Member's use or installation of products, breach of this Agreement, negligence, claims by Member's customers or subcontractors, or failure to comply with applicable laws.

ARTICLE 11 -- DISPUTE RESOLUTION

This Agreement is governed by South Carolina law. Disputes shall first be mediated in Greenville County, SC. Disputes under \$7,500 may go directly to Magistrate Court. Venue for all actions is Greenville County. The prevailing party shall recover reasonable attorney's fees.

ARTICLE 12 -- GENERAL PROVISIONS

This Agreement constitutes the entire agreement between the Parties. Amendments require written agreement signed by both Parties. Swift Space Solutions may update operational policies with thirty (30) days' notice. If any provision is unenforceable, the remainder continues in full force. The Parties are independent contractors; this is not a franchise. Electronic signatures are legally binding per the E-SIGN Act and SC Uniform Electronic Transactions Act.

ARTICLE 13 -- PHOTO & VIDEO RELEASE

13.1 Obligation to Provide Project Photos. Member agrees to provide Swift Space Solutions with photographs and/or video of completed cabinet installation projects within fourteen (14) days of project completion. Photos shall include, at minimum, clear images of the installed cabinetry from multiple angles. Member may submit photos via the Builder Portal, email, or text message to their designated Account Manager.

13.2 Grant of Permission. Member hereby grants to Swift Space Solutions an irrevocable, royalty-free, perpetual right and permission to use, reproduce, publish, and distribute photographs, videos, and any other media ("Media") featuring Member's completed projects, property, likeness, or company branding for the following purposes: Company website, member portal, and online presence; social media platforms (LinkedIn, Facebook, Instagram, YouTube, etc.); marketing materials, brochures, flyers, and presentations; trade show displays and promotional materials; case studies, project portfolios, and before/after showcases; member recruitment, advertising, and sales collateral; and internal training and documentation.

13.3 Terms & Conditions. Company may edit, crop, enhance, or modify Media as needed for marketing purposes. Company will credit Member's company name when reasonably practical. Member warrants they have authority to grant permission for the depicted property and that all necessary third-party consents have been obtained. This Release is perpetual unless revoked in writing with thirty (30) days' notice; revocation does not apply to materials already produced or distributed. No additional compensation is owed to Member for use of Media. Company will not use Media in any manner that is defamatory, obscene, or misleading, and will not sell Media to unrelated third parties without Member's written consent.

13.4 Mutual Benefit & Shared Access. Both Parties acknowledge that professional project Media provides mutual marketing benefit. Swift Space Solutions may organize and make project photos available to Member for Member's own marketing and portfolio use, organized by job for easy reference.

13.5 Release of Claims. Member releases Swift Space Solutions from any claims arising from the use of Media in accordance with this Article, including claims for invasion of privacy, defamation, or right of publicity.

ACKNOWLEDGMENTS

By signing below, Member acknowledges and agrees that:

- I have read and understand this Agreement in its entirety.
- I hold a valid, active contractor's license and have provided a copy to Swift Space Solutions.

- I understand that a \$5,000 annual membership fee is collected at application submission and billed yearly thereafter, and is non-refundable except as provided in Section 1.6 (refund on denial, less processing fees).
- All payment for orders is due in full at the time of order placement unless I qualify for Net Terms.
- Accepted payment methods are ACH Debit (no fee), Business Check (no fee), or Credit/Debit Card (3% fee).
- I have read and understand the ACH Debit Authorization in Article 4A, including my right to revoke with 15 days' written notice.
- Swift Space Solutions wholesale pricing is confidential and shall not be disclosed to third parties.
- I shall not contact or purchase from Swift Space Solutions' suppliers directly.
- Design documents created by Swift Space Solutions remain Swift Space Solutions' intellectual property.
- My membership is non-transferable.
- I will receive one (1) complimentary sample door set.
- I will receive access to the Swift Space Solutions Builder Portal.
- I agree to provide project photos within 14 days of completion and grant Swift Space Solutions permission to use them for marketing per Article 13.
- I have the legal authority to enter into this Agreement on behalf of my business entity.
- All information provided in this application is true, accurate, and complete.

SIGNATURES

SWIFT SPACE SOLUTIONS LLC

MEMBER

Signature: _____

Signature: _____

Printed Name: Dennis Antipkin

Printed Name: _____

Title: Owner / Managing Member

Title: _____

Date: _____

Date: _____

This Agreement is effective as of the date last signed by both Parties.

Agreement Number: SWIFTSPACE-_____