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Retailer Application					
Email completed packets to <u>sales@vimvigr.com</u> or fax to 406.258.0378					
Authorized Buyer Name(s):			Email(s):		
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Business Name:		Phone #:			Fax #:
Mailing Address:			City, St, Zip:		
Shipping Address:		City, St, Zip:			
Does this account require special shipping instructions or have a shipping guide? $\Box$ NO $\Box$ YES (if YES, please provide a copy)					
Is the retailer a member of a buying group? $\Box$ NO $\Box$ YES If yes, please provide the name of the buying group:					
<b>RETAILER CREDIT CARD AND PAYMENT TERMS: Complete Section #1</b> <i>OR</i> #2					
Check here if the Invoicing Contact is the same as the "Authorized Buyer" above					
Invoicing/Accounts Payable (A/P) Contact: A/P Email:					A/P Phone #:
<b>SECTION #1:</b> PAY BY CREDIT CARD: *We will confirm the credit card by debiting and crediting the credit card \$1.					
Credit Card Payment: 🗆 Charge Card Upon Ship			Type of Credit Card: 🗆 AMEX 🛛 Mastercard 🗍 VISA		
Name on Card:			Security Code:		
Credit Card #:			Expiration Date:		
Billing Address:			Billing City, St, Zip:		
SECTION #2: PAYMENT TERMS & CREDIT INFO					
Check here if a Credit Reference Form is attached to this application					
*required information					
Payment Terms: 🔲 Net 30 days from invoice date					
*Taxpayer ID Number: *DUNS#		*Years in Business:			
I hereby acknowledge that I have read and agree to the U.S. Retailer Terms & Conditions attached hereto.					
I certify that all the information on this form is correct and accurate. I fully understand that all shipped orders are due according to the terms set forth by VIM & VIGR, LLC.					

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

## **U.S. RETAILER TERMS & CONDITIONS**

**PRICING:** All prices are wholesale and apply to domestic trade only.

**MINIMUM ADVERTISED PRICE REQUIREMENT:** Resellers are required to maintain MSRP in all advertising, print, web, and media exposure. The MSRP for the 15-20 mmHg Nylon and Cotton collection is \$36.00; 15-20 mmHg Moisture-wick Nylon and Merino Wool collection is \$38.00; 20-30 mmHg Nylon and Cotton collection is \$42.00; 20-30 mmHg Moisture-wick Nylon and Merino Wool Collection is \$44.00; 30-40 mmHg Nylon and Cotton collection is \$52.00; 30-40 mmHg Moisture-wick Nylon and Merino Wool Collection is \$54.00; 15-20 mmHg Leg Sleeves is \$32.00. Please refer to the catalog and price list for MSRP on new introductions. Note that the MSRP is subject to change.

**ORDERS:** All orders are subject to VIM & VIGR discretion. VIM & VIGR products may only be sold at locations approved in writing by VIM & VIGR. VIM & VIGR products may only be sold to consumers but not third-party distributors, unauthorized retail dealers, or unauthorized locations. The business relationship between VIM & VIGR and each reseller is "AT WILL"; that is, VIM & VIGR is free at any time to choose those with whom it wishes to deal. Moreover, both VIM & VIGR and the reseller have the right at any time to terminate the relationship for any reason whatsoever.

**ONLINE SALES:** VIM & VIGR does not allow retailers to sell online, except with explicit written permission, which includes the retailer's website, Amazon.com, or any other online marketplace.

**NEW ACCOUNTS:** First-time minimum order is USD 800.00. At this current time, there are no pre-pack quantities. Please note that this is subject to change. New accounts will be opened at VIM & VIGR's sole discretion based upon market conditions and other factors deemed relevant by VIM & VIGR.

ESTABLISHED ACCOUNTS: There is no minimum reorder and no pre-pack quantities at this time. Please note that this is subject to change.

**INACTIVE ACCOUNTS:** Previously established accounts that have not placed a re-order within 18 months of last order will become inactive. To be reinstated, inactive accounts are required to provide updated contact and payment information. Inactive accounts are subject to reassessment and may be reopened at VIM & VIGR's sole discretion.

**INTERNATIONAL ORDERS:** All international sales for resale are managed by VIM & VIGR. For more information, contact <u>sales@vimvigr.com</u>.

**PAYMENT TYPE:** Merchandise and applicable freight charges will be invoiced after order ships. We require credit card payment on orders, or the retailer may apply for payment terms upon credit approval. We do not accept C.O.D. orders.

**PAYMENT TERMS:** A \$30 fee will be applied for returned checks. We reserve the right at any time to suspend or change credit terms if your account becomes delinquent. Failure to pay invoices when due will make all subsequent invoices immediately due and payable irrespective of terms. There will be a 1.5% fee for every month the invoice is past due. Additionally, VIM & VIGR may withhold all subsequent deliveries until the account is settled in full. For any invoice inquiries and requests, contact <u>acctrec@vimvigr.com</u>.

**BACKORDERS:** If a product is not in stock, it will be back ordered and sent when restocked. The buyer is responsible for canceling backorders if the product is no longer required.

**SHIPPING AND HANDLING:** Orders ship via the least expensive method (FedEx Ground, UPS Ground, USPS) unless a retailer's shipping account number is provided. Please provide any special shipping instructions or guidelines at the time the order is placed. Buyer shall be responsible for filing damage claims with the carrier if the goods are damaged in transit. We charge a handling fee for orders that require special instructions such as poly-bagging, re-packaging, or the use of third-party barcode provider. The price varies depending on the size of the order. This charge will not be calculated until the order is being prepared and will be communicated before shipment.

**CLAIMS & RETURNS:** Any active (non-discontinued) product may be exchanged for any reason at any time. Discontinued product may not be exchanged unless the product is defective. A retailer may elect to receive a refund for returned products on opening orders within 90 days of the initial invoice date. Failure to claim within the stated time constitutes acceptance of goods. Refunds shall be made in the same manner (payment method) in which the initial purchase was made.

All returns and exchanges require a Return Authorization (RA) from VIM & VIGR. To obtain an RA, the retailer must contact its VIM & VIGR Account Manager. All returned or exchanged product must be received by VIM & VIGR before the exchanged product, refund or merchandise credit is issued. VIM & VIGR will charge a 15% restocking fee to any exchanged product. If a merchandise credit is issued, it will be valid for 180 days from the date of issue. Credit Memos are automatically applied to the oldest open invoice. If there is no open invoice at the time the credit memo is issued, it will be applied to the next order. Credit Memos can be used for product only. The retailer is responsible for return shipping charges. The retailer is responsible for reporting/filing claims on behalf of its customers within the time frame set forth above.