



WHOLESALE APPLICATION

MARCHAND

Email: info@marchandlighting.com
Phone: (832) 478 8866
Fax: (281) 404 3388

General Information

Company Name _____ Doing Business as (DBA) _____

Address _____

City _____ State _____ Zip Code _____ Country _____

Phone No _____ Ext _____ Fax No. _____

Business Owner's Name _____

Business Profile

Organization Form Corporation Partnership Sole Proprietorship

If Corporation: State Incorporated _____ Inc. Date _____

Tax ID or FEIN _____ D&B No. _____ Years in Business _____

Total No. of Employees _____ No. of Selling Locations _____

Current Annual Sales _____ Previous Year _____ Next Year (Projected) _____

How did you hear about us? _____

How will you represent our products? Designer Retailer Builder Architect Manufacturer

Wholesaler other (if other list) _____

If online, websites and store names _____

How will you market our products? _____

Contact Persons

Name _____ Title _____

Phone _____ Email _____

Alternate Contact Name _____ Title _____

Phone _____ Email _____

Authorization

The statements and information provided in this application and any attached documents are true and complete to the best of my knowledge. I also understand the following:

- Information submitted in this application will be treated discreetly by Marchand Lighting
- Inaccurate and/or false information may be grounds for Marchand Lighting to terminate any future contractual agreements
- Marchand Lighting may contact any person or business outlined in this application for the purpose of verifying the information submitted. By signing this document, I do hereby authorize any such person or business referenced herein to release any information via telephone, fax or mail to Marchand Lighting
- Applicant's signature attests to financial responsibility, ability and willingness to pay our invoices in accordance with the agreed upon terms.

Signature _____ Title _____

Name _____ Date _____

Please send complete application with a copy of your business license and tax ID to email info@marchandlighting.com, or fax (281) 404 3388

Marchand Lighting TERMS AND CONDITIONS

The following standard Reseller Distribution Terms and Conditions ("Agreement") shall apply to all orders submitted by resellers and distributors (the "Reseller") authorized by Marchand Lighting, or its affiliates ("Marchand") to re-sell the Marchand products. The following Terms and Conditions shall not apply to the extent that Marchand has agreed in writing to different terms and conditions.

- 1. ACCEPTANCE BY RESELLER:** Reseller's submission of an order, either verbal or written, to Marchand for the purchase of goods shall bind the Reseller to the terms and conditions set forth in this Price Quotation. Any purchase order issued by the Reseller for the purchase of Marchand's goods which contains different or additional terms or which contains terms and conditions in conflict with the terms and conditions shall not be binding on Marchand. Marchand shall not be bound by the terms and conditions of Reseller's Purchase Order unless Marchand agrees in writing to do so. Marchand shall not be bound by Reseller's acceptance of this Price Quotation until Marchand has received and accepted Reseller's offer to purchase.
- 2. MINIMUM ORDERS ACCEPTED:** The initial order from Reseller shall be not less than One Thousand and Two Hundred and 00/100 Dollars (\$1200.00) exclusive of any applicable taxes, shipping or freight charges. The minimum amount of a re-order of the same goods shall be One Hundred and 00/100 Dollars (\$100.00) exclusive of any applicable taxes, shipping or freight charges.
- 3. PAYMENT TERMS:** Reseller agrees to prepay the first purchase order by cash, money order or credit card. Subsequent orders may be paid by cash, money order, credit card, or check. Reseller may thereafter be granted (after initial order), at the sole discretion of Marchand 30-day payment terms. If such terms are granted, the reseller agrees to complete payment within 30 days of receiving the shipment. Reseller is required to pay only for merchandise received (i.e. backorders excluded).
- 4. ADDITIONAL FEES:** Late payments may revert payment terms to prepayment and may be subject to additional fees. Prepayment terms will remain unless otherwise dictated by Marchand Lighting. Customer may be required to pay Marchand all costs, expenses, legal and collection fees as incurred in enforcing the terms and conditions as allowed by law.
- 5. COMPETITIVE PRODUCT REFERENCE:** Reseller must never use any Marchand images, including product or model photos, trademarked Marchand name or logo mark, nor the name or logo mark of any Marchand products, nor any name or logo mark designed or intended to be similar to any Marchand product name or logo mark, nor any descriptive or explanatory text, nor any reference to the Marchand products in reference or relation to any other company, product or brand name other than those produced or distributed by Marchand without prior written consent. Marchand may discontinue sales to reseller if this policy is violated at any time.
- 6. ONLINE SALES:** Reseller agrees NOT to attempt to resell any Marchand product online via any business sites: eBay, AMAZON or other such third party websites with the exception of a personal online retail site, which may or may not support a physical storefront. Reseller further agrees any online sales meeting the above exception shall strictly adhere to all product(s) MAP pricing, not including shipping. Failure to comply may result in immediate termination of future wholesale pricing or sales from Marchand. Exceptions are only considered if prior written consent has been obtained from Marchand by the reseller.
- 7. USE OF PROMOTIONAL MATERIALS:** Reseller may use specific photo and/or graphic images and/or specific text provided by Marchand for the promotion of or in conjunction with Marchand products only, and even then only for the duration that Marchand products are being actively offered for resale by reseller and the reseller agreement, terms and conditions are being fully honored. Failure to comply with these rules may result in the termination of future wholesale pricing offers or sales to the reseller.
- 8. PROPER USE OF TRADEMARK:** When reseller uses Marchand trademark and all other associated trademarks, reseller must represent all Marchand products with full product names in print including Internet, audio, video and all media promotional materials. Trademarked Marchand and relating product logos should be used in print or publication whenever feasible. Permission to use Marchand trademark and all other associated trademarks is at the sole discretion of Marchand.
- 9. REPACKAGING:** Reseller must never repackage, reproduce or reformulate any Marchand product(s) without the express, prior written consent of Marchand. Failure to comply with this rule may result in the immediate termination of any future orders by the reseller. Private labels may be considered by Marchand. Please contact info@marchandlighting.com for more information.
- 10. DAMAGE CLAIMS:** Any claims for damaged or mis-shipped items must be made within 10 days of receipt of merchandise. Returns are only accepted for items that are damaged or mis-shipped. A return authorization number is required and must appear on all related correspondence. Reseller is granted a return authorization number by Marchand. Reseller must return merchandise in 100% resellable condition to receive credit for the product. A 25% restocking fee may be assessed at the sole discretion of Marchand. Freight charges may apply. Please contact Marchand for return authorization and additional instructions.
- 11. PRICING:** Wholesale/MAP prices are subject to change without notice and at the discretion of Marchand. Violation of MAP pricing standards set forth by Marchand may result in the loss of wholesale pricing and order availability to the reseller. Wholesale/MAP pricing at time of purchase will be honored on orders set with a future ship date.
- 12. TERRITORY PROTECTION:** Marchand reserves the right to deny sales to a licensed reseller based on proximity to other Marchand customers. Resellers with protection will be determined by/at the sole discretion of the seller. Marchand reserves the right to protect/unprotect territory with or without notice to the reseller. Territory protection policy subject to change by Marchand and/or its affiliates.
- 13. WARRANTY:** Marchand does not make any warranty of merchantability or of fitness for any particular purposes whatsoever with respect to the goods being sold. There are no implied warranties which extend beyond the description, if any, on the face of the Price Quotation or Invoice.
- 14. If Reseller breaches any of the terms of this Agreement, Marchand may immediately terminate this Agreement and has the option to re-possess any Products not yet sold by the Reseller. The Reseller will be expected to immediately stop using any and all Marchand marketing assets.**
- 15. This Agreement shall be covered by the laws of the State of Texas.**
- 16. Time is of the essence of all the terms and conditions of this Agreement.**
- 17. This Agreement may not be assigned by Reseller without the prior written consent of Marchand.**
- 18. In case one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or not enforceable in any respect, the validity, illegality or unenforceability shall effect any other provisions and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.**



MARCHAND

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Phone: (832) 478 8866 Fax: (281) 404 3388 E-Mail: info@marchandlighting.com
http://www.marchandlighting.com

APPLICATION FOR CREDIT

PLEASE PRINT

Date: _____

Company Name: _____

Phone: _____ Fax: _____

Billing Address: _____

Physical Address: _____

Accounts Payable Name: _____ Phone: _____

Accounts Payable Email: _____

Federal Tax ID Number: _____

Business start date: _____

___ Corporation ___ Partnership ___ Individual ___ Other: _____

Website: _____

Customers must maintain a minimum of \$200.00 of business a month in order to establish Credit with our company.

BANK REFERENCES

Bank Name: _____

Address: _____ Phone: _____

Account Number: _____

Credit Amount Requested: _____

CREDIT / COMPANY REFERENCES

Company: _____

Contact: _____ Title: _____

Address: _____

Phone Number: _____ Fax: _____

Email: _____

Company: _____

Contact: _____ Title: _____

Address: _____

Phone Number: _____ Fax: _____

Email: _____

Company: _____

Contact: _____ Title: _____

Address: _____

Phone Number: _____ Fax: _____

Email: _____

INVOICING

Our method of invoicing is via email. We can arrange for multiple email addresses to receive invoice copies. IN ADDITION to the AP listed above please list additional contacts to receive invoices:

Name: _____ Email: _____

Name: _____ Email: _____

**** Our credit terms are net 30 days, due and payable to the address above. The undersigned individual is an authorized agent of the applicant and agrees to our credit terms of net 30 days.*

**** An additional 10% will be added to invoices which exceed 60 days unless special arrangements have been agreed to by our management team.*

*** Please note: The signature below certifies that the above information is true and correct.*

Signature Title Date