



US Wholesale Agreement

Store Name: _____

Retailer Address: _____

Ship to Address: _____

Buyer Name: _____

Buyer Email: _____

Buyer Phone: _____

Preferred Contact: Email / Phone

Accounts Payable Name: _____

Accounts Payable Phone: _____

Accounts Payable Email: _____

Billing Address: _____

I acknowledge that I have read and understand the following terms and conditions.

Name: _____

Signature: _____

Date: _____

Website: _____

TERMS & CONDITIONS

Hove Industries, Inc, DBA Brewing America
PO Box 175
Cove, OR 97824
support@brewingamerica.com
www.brewingamerica.com

The Ordering Process

Orders may be placed by email or through online.
E-mail: support@brewingamerica.com

Minimums: All at-once orders must be a minimum of \$400.

Order Confirmation: The Buyer will receive an order confirmation via e-mail before any product is shipped. By receiving the confirmation, the buyer agrees to receive the purchase order as confirmed. The buyer has 48 hours from the time the confirmation is received to contact Brewing America regarding canceling or adjusting the purchase order.

(MAP) or Minimum Authorized Pricing

All Brewing America products have a suggested retail price (MAP). Retailers retain the right to charge above the MAP; however, they may not charge less than the suggested retail price. In the event that the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account cannot discount the products below MAP without the approval of Brewing America.

Web Commerce

No products or goods purchased from or produced by Brewing America shall be resold by or through any on-line auction or online store (such as Ebay, Amazon, Walmart, Etsy or other similar sites) without the express, written authority of Brewing America. No products or goods purchased from or produced by Brewing America may be sold via the wholesaler's private website unless special permission is granted by Brewing America. In the event permission is granted, the wholesaler must use images and descriptions created and supplied by Brewing America. Online sales must not compete with Brewing America listings.

Product Images

Brewing America will make available images that you might require for your print and online presence. Should you require any additional images, please contact us. Any imagery you provide yourself must be approved prior to use.

Payment Methods/Invoicing

We currently accept the following payment methods: Visa, MasterCard, American Express and Discover as well as online payment through our website or written check. Payment method is based on history and relationship with accounts; however, all new accounts will be charged 50% at the time of ordering and then the remaining amount at the time of shipment by credit card or online payment option until relationship is further established. Other payment means available upon request.

Over Due Accounts

Should terms be extended, accounts will be subject to an interest charge of 2% of the amount of the entire invoice beginning 30 days after the invoice is due and increasing by 2% every 15 days thereafter. Terms will be reverted to pre-payment if account is overdue more than twice in a fiscal year. Brewing America retains the right to terminate any delivery or suspend further deliveries in the event the buyer's financial condition becomes unsatisfactory. All shipping charges will be added to the invoice for each PO.

Shipping/Handling

Our standard contracted shipping carrier is FedEx for wholesale orders. We use UPS and FedExGround shipping, unless the buyer specifies/requests another mode of shipping by (additional charges apply). Other carriers, such as the USPS can be used on request. The wholesaler is responsible for all shipping charges. Feel free to use your own shipping account to process your shipping orders. Wholesaler is also responsible for added International shipping charges if faster turnaround time is requested. This charge varies due to product and is discussed upon ordering.

Notice of Defects/Returns

The Buyer must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after the receipt of merchandise. The Seller cannot be responsible for shortages when shipments are directed to a third party. It is the responsibility of Buyer to inspect upon receipt, that all merchandise delivered matches its order.

Shortages: In the event of a product shortage, Brewing America will give the Buyer the option to either have the missing product shipped to them at-once or to have the amount of the product credited to their account. In regards to shortages, you can inquire at support@brewingamerica.com

Damaged Products: In the event of damaged products, the Buyer is to take a picture of the product and e-mail it to our BA representative at support@brewingamerica.com. An RA will be issued as soon as possible and then the Buyer is to send the products back to a Brewing America warehouse. As soon as the product is received, credit will be issued. All credit will be applied to future orders.

Returns

It is the responsibility of Buyer to inspect upon receipt that all merchandise delivered matches its order. A written authorization from the seller must be obtained by the Buyer for any returned merchandise. All returns must be made within 7 days of receipt of goods.

Returns will only be granted in the event of damaged or defective goods. All credit will be applied to future orders.

Acceptance of Good with Known Defects

Buyer must notify Seller in writing of all claims for damages resulting from late delivery or any other defect that is known to Buyer at the time Buyer accepts the merchandise. Buyer hereby waives any claim for damages resulting from any defect Buyer is aware of, including late delivery, at the time Buyer accepts the merchandise.

Merchantability and Misrepresentations

Wholesale Account agrees that Brewing America makes no warranty, express or implied, as to the merchantability of Brewing America products. Wholesale Account also agrees that Brewing America is not liable for any misuse or misrepresentations of the goods by the Wholesale Account.