



Shepherd Enterprises/Anchor Room
102 Pine Bluff, Portsmouth, Virginia 23701
PH: 757.641.7829 FAX: 347.719.6062
info@anchor-room.com

Thank you for your interest in becoming a dealer of Shepherd Enterprises/Anchor Room products!

Anchor Room has an excellent selection of beauty, styling and performance enhancement products. Visit www.anchor-room.com for a full catalog.

A \$1000 Buy-In is required to become a Shepherd Enterprises/Anchor Room dealer.

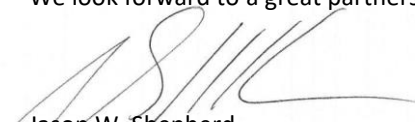
Your initial order must completely cover the \$1000 Buy-In dollar requirement – You do not have to stock any goods, however; there is a drop-ship fee per PO (see below for details). Dealers that choose to operate on a no-stock basis must submit complete payment for the Buy In and can from that point deduct any purchases from the established credit that the Buy In provides. For example, if you want to become a dealer, you can submit the \$1000 Buy-In and continue to submit Purchase Orders until your \$1000 is depleted. From that point moving forward, payment must be submitted per PO or on a Credit Basis.

To become a Shepherd Enterprises/Anchor Room dealer, please complete the following steps:

- Read the attached dealer terms and conditions. Initial each page to acknowledge receipt and understanding.
- Complete and sign the attached Dealer Application.
- Return the following items to Shepherd Enterprises/Anchor Room by scanning and emailing or faxing (information above).
 - o Current Business License displaying Tax ID.
 - o Current Sales Tax Exemption Form.
 - o Current advertisement (i.e. website, Google Ad Words, Newspaper, magazine, etc.)
 - o Dealer terms and conditions with initials on each page
 - o Completed Dealer Application

A Shepherd Enterprises sales representative will contact you within 48 business hours of receipt of materials. Shepherd Enterprises will not process any sales orders at Dealer pricing until the full paperwork is received, approved, and processed.

We look forward to a great partnership!



Jason W. Shepherd
CEO/Founder

Note:

Shepherd Enterprises/Anchor Room may not offer dealer pricing for all items displayed on the website. Your sales representative will confirm actual price prior to order processing.

Dealer Application



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Company Contact Information:

Company Name _____ Website URL: _____
Contact Person _____ Phone Number: _____
Email Address: _____

Company Address (street, city, state, ZIP code): _____

Company Description:

What date was the Company established (Month/Year)? _____

What is your Employer Identification Number (EIN)? _____

What makes and models represent the MAJORITY of your business?

What types of advertising do you do? _____

What types of products do you sell? Include brand names. _____

(Circle One: Y or N)

Are you a tuning/dyno/ speed shop? Y N

Do you provide installation? Y N

Do you have a showroom? Y N

Shepherd Enterprises/Anchor Room Data:

How did you hear about Shepherd Enterprises/Anchor Room? _____

What Shepherd Enterprises/Anchor Room products are you MOST interested in?

Application Certification:

I certify that:

- 1) I am an authorized representative of this Company,
- 2) All information on this form is accurate and complete as presented, and I fully understand the Dealer Terms and Conditions as stated.

_____ (signed) _____ (printed name)

_____ (date)



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Dealer Terms and Conditions

1. **Offer, Acceptance, and Modification.** These Terms and Conditions are intended to cover the sale of goods and/or services ("Supplies") from Shepherd Enterprises/Anchor Room to a wholesale dealer ("Dealer"), as described in this document. These Terms and Conditions and Shepherd Enterprises/Anchor Room invoice shall be the complete and exclusive statement of the parties' agreement.
2. **Dealer Qualifications.** The applicant must provide to Shepherd Enterprises/Anchor Room the following documents to be eligible as a Dealer of these Supplies:
 - a) Copy of Current Business License displaying tax id
 - b) Copy of Current Sales Tax Exemption Form
 - c) Complete and sign Dealer Application (Attachment 1)
 - d) Initial each page of this Dealer Terms and Conditions notice and provide Credit Card payment authorization if approved as a Shepherd Enterprises/Anchor Room Dealer.
 - e) Scan and email (or Fax) the above items to Shepherd Enterprises/Anchor Room for processing.
3. **Sales Orders.** Dealer must submit a Purchase Order to initiate a sale from Shepherd Enterprises/Anchor Room.
4. **Pricing.** Shepherd Enterprises/Anchor Room determines pricing. Prices are subject to change (with 30 day notice). Dealers and their customers must honor Shepherd Enterprises/Anchor Room MAP (minimum Advertised Price) Pricing. It is the dealer's responsibility to ensure that no advertised price is below MAP.
5. **Payment.**
 - a. The Dealer must pay each order in full before Shepherd Enterprises/Anchor Room will ship the requested Supplies. Payment must be made by major credit card, cashier's check, company check, money order, or wire transfer. Shepherd Enterprises/Anchor Room reserves the right to hold product shipment until company check clears the bank. A \$35 service fee will be charged to the Dealer for all returned checks.
 - b. Shepherd Enterprises/Anchor Room will add state taxes to the price unless Dealer has provided a valid exemption certificate or direct pay permit.
 - c. Dealer agrees that all its accounts with Shepherd Enterprises/Anchor Room will be administered on a net settlement basis.
 - d. Dealer agrees that Shepherd Enterprises/Anchor Room may levy a finance charge on past-due receivables and/or late payments.
 - e. Dealer agrees that, upon Shepherd Enterprises/Anchor Room's request, payments for international shipments will be made via a bank wire transfer in U.S. funds through a bank acceptable to Shepherd Enterprises/Anchor Room, with bank charges to be paid by the Dealer.
6. **Delivery.**
 - a. Terms are FOB (Free on Board) Shipping Point, Freight Collect. Shepherd Enterprises/Anchor Room IS NOT LIABLE FOR ANY FREIGHT CHARGES.
 - b. Shepherd Enterprises/Anchor Room will ship per Dealer's routing instructions when feasible. Shepherd Enterprises/Anchor Room reserves the right to ship Supplies at Shepherd Enterprises/Anchor Room's discretion. If shipment is lost or damaged by the freight carrier, Dealer is still liable for payment for Supplies to Shepherd Enterprises/Anchor Room.



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- c. Dealer is responsible for all costs incurred on merchandise returned due to customer refusal or late shipment. Shepherd Enterprises/Anchor Room will not pay service performance and late delivery charges.
 - d. Typical shipment method is via UPS Ground/FedEx Ground and freight for large orders. Other standard orders will be per USPS, UPS, or FedEx.
 - e. Back-ordered merchandise will be shipped when available, unless Shepherd Enterprises/Anchor Room is contacted otherwise with a canceled Purchase Order.
7. **Expedited Orders.** Shepherd Enterprises/Anchor Room reserves the right to charge a premium to any order that is requested to ship before Shepherd Enterprises/Anchor Room's specified lead time.
 8. **Drop Ship Fees.** Shepherd Enterprises/Anchor Room will charge a drop ship fee for each shipment to a location other than the Dealer's physical address. Drop ship fees apply to each individual Dealer Purchase Order separately and may not be shared over a number of purchase orders. Drop Ship Fee are as follows.
 - a. \$1.00 For Every PO \$1-\$149
 - b. \$3.00 For Every PO \$50-\$99
 - c. \$5.00 For Every PO > \$100
 9. **STOCKING ORDER MOQ.** All items have a Minimum Order Quantity of 4 for STOCKING ORDERS.
 10. **Cancellations.** An order cancellation fee of 10% may be charged for orders that have been submitted and accepted by Shepherd Enterprises/Anchor Room. All special order or painted parts are FINAL SALES and NON-RETURNABLE. No cancellations will be accepted for orders already procured or built.
 11. **Warranty Disclaimer.** The Dealer shall notify Shepherd Enterprises/Anchor Room of any damaged Supplies within 5 business days after delivery receipt. Damaged Supplies shall be returned using an Shepherd Enterprises/Anchor Room-issued Return Authorization (RA) number and FOB Shipping Point, Freight Collect. Shepherd Enterprises/Anchor Room will have no responsibility for claims arising out of modifications to the Supplies by anyone other than Shepherd Enterprises/Anchor Room or for the interaction of the Supplies with components supplied by anyone other than Shepherd Enterprises/Anchor Room
 12. **DISCLAIMER.** Shepherd Enterprises/Anchor Room WILL HAVE NO LIABILITY FOR ANY USE OF THE SUPPLIES IN ANY APPLICATION.
 13. **Advertising and Marketing.** Neither party shall refer to the other in advertising or public releases or use any of the other's trademarks without that party's prior written approval. If the Dealer has a website, he agrees to add Shepherd Enterprises/Anchor Room's website link to their website.
 14. **Termination.** Dealer status can be changed or modified at the sole discretion of Shepherd Enterprises/Anchor Room and is subject to considerations other than those listed herein. Shepherd Enterprises/Anchor Room may terminate this Dealer program and any obligation to sell Supplies to Dealer without cause. Dealer status may be terminated by Shepherd Enterprises/Anchor Room without cause or explanation.
 15. **Non-compete agreement.** Since we showcase and sell on eBay & Amazon, you hereby agree not to sell our goods on eBay or Amazon.

Payment Authorization



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** I am an authorized representative of _____ (insert company name). Consistent with the Dealer terms and conditions, I understand that all orders must be prepaid and that payment must be made by major credit card, cashier's check, company check, money order, or wire transfer.



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Credit Card Payment Form

ATTN: _____ # of Pages: ____ Date: _____

Name of Contact Person: _____ Company Name: _____

Address: _____

Shepherd Enterprises/Anchor Room is hereby authorized to charge the amount of
\$ _____ to the credit or debit card described below, toward payment of the specified invoice(s).

Billing Address: _____ Card Type: _____

_____ Card Number: _____
_____ Expiration Date: _____ CVV: _____

Cardholder Name: _____ (please print)

Cardholder Signature: _____

Invoice Number	Amount To Pay

Comments / Notes:

Shepherd Enterprises/Anchor Room requests that you complete this form each time you pay an invoice by credit or debit card.
Email a signed copy to po@anchor-room.com