



## Reseller Agreement

DATE \_\_\_\_\_ TAX ID/RESELLER # \_\_\_\_\_  
NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
PHONE (\_\_\_\_) \_\_\_\_\_ FAX \_\_\_\_\_  
TOUCHSTONE SALES REP \_\_\_\_\_ EMAIL \_\_\_\_\_  
NAME OF BUSINESS \_\_\_\_\_ D.B.A. \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY, STATE, ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_

### **STANDARD TERMS AND CONDITIONS:**

#### **I. PAYMENT TERMS**

All prices are in U.S. funds. Touchstone Home Product's (THP) standard payment terms are payment due upon shipment of order. Payable by cashier's check, VISA, MasterCard, or prepayment. Net terms may be obtained upon Approval of Credit after establishing a business relationship.

#### **II. DELIVERY**

All sales are F.O.B. CIF. All shipments will be made by the method deemed most advantageous by THP. Delivery dates are approximate and subject to delay due to events beyond reasonable control of THP. THP is **not responsible for insurance if the customer chooses to arrange their own shipping.**

#### **III. TAXES**

All prices are exclusive of any present or future sales, revenue, or excise tax, import duty (including brokerage fees), or any other applicable tax. All applicable taxes are the responsibility of the buyer. A valid **Reseller Certificate** and complete **Reseller Agreement** must be submitted to receive Reseller Price List.

#### **IV. CANCELLATIONS & NON-DEFECTIVE RETURNS**

Three-day rescission period agreed upon from date of signed contract. **No returns or cancellations will be accepted.**

#### **V. DEFECTIVE MERCHANDISE**

THP offers a 30-day swap-out period for defective merchandise; however, THP reserves the right to have the product repaired onsite by a third party national service company. Contact THP immediately upon discovering merchandise defect to obtain an RMA (Return Merchandise Authorization). Please have the following information available: company name, invoice number, product serial number, model number of the product, date of shipment, overview of the problem.

#### **VI. SPECIAL ORDERS**

All sales are final on special order items.

#### **VII. NSF CHECKS AND DELINQUENT ACCOUNTS**

A \$30.00 returned check fee will be charged for any checks returned NSF. Future shipments will be sent C.O.D. Cashier's check. All collection costs, including attorney's fees and court costs, will be charged to the Buyer in the event that it is necessary to take legal action to collect. No further orders will be shipped until restitution is made. The laws of the State of Pennsylvania shall be applicable to all actions arising under this and any other agreement between the Applicant and the Seller. All accounts shall be due and payable in Exton, PA. In the event of litigation, venue shall be the County of Chester, State of Pennsylvania.

#### **VIII. ENFORCEMENT**

Failure by THP to enforce any Terms and Conditions does not constitute a waiver of any portion of Terms and Conditions.

#### **IX. MINIMUM ADVERTISED PRICE POLICY**

In order to preserve its reputation for providing customer with high value products and strong after-sales support, Touchstone has a policy of minimum advertised price (MAP) standards for Touchstone products. The policy is as follows:

- Touchstone publishes a Minimum Advertised Price on its Eseller and Dealer price list.
- MAP pricing applies to all advertisements of Touchstone products listed in all media.



- This policy does not apply to any-in store advertising that is displayed only in the store and not distributed to any customer.
- If pricing is displayed, any strike-through, alteration or use of “click here for your price” or “add to basket to see price” or “we will match any price” model that offers a price lower than MAP is prohibited.
- Discounts added at checkout to an entire order based on a customer’s purchasing history is not a violation of this MAP policy.
- Inclusion into advertising of free or discounted products with a product covered by this MAP policy is considered a violation of this policy.
- This policy applies to advertised prices and does not apply to the price at which the Touchstone product is sold or offered for sale to and individual consumer over the telephone or in a retail physical location.
- Internet auctions that list pricing below MAP are prohibited.
- From time to time, Touchstone may choose to offer special promotions on certain products. In such an event, Touchstone reserves the right to modify or suspend this MAP policy in whole or in part.
- Intentional and/or repeated failure to abide by the MAP policy will result in actions unilaterally imposed, and determined by Touchstone. Touchstone need not provide prior warnings or notice before taking action.

**X. AGREEMENT TO TERMS AND CONDITIONS**

This certificate is given with full knowledge of and subject to the legally proscribed penalties for fraud and evasion. I hereby certify that I have read, understood, and will abide by the Reseller Agreement as stated herein.

**VISIBLE SHIPPING DAMAGE MUST BE REPORTED IMMEDIATELY. CONCEALED DAMAGES MUST BE REPORTED WITHIN 48 HOURS OF RECEIVING THE PRODUCT. THP WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES REPORTED AFTER 48 HOURS.**

**Email, Fax, Mail to: Touchstone Home Products, 611 Jeffers Circle, Exton, PA 19341**  
[sales@touchstonehomeproducts.com](mailto:sales@touchstonehomeproducts.com) (O) (800) 215-1990 (F) (908) 934-9235



**Store/Website Contact Information**

Store Location \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

Website Address(s) \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email Address (Required) \_\_\_\_\_

**OWNERS, PARTNERS OR CORPORATE OFFICERS**

Proprietorship  Partnership # \_\_\_\_\_  Corporation \_\_\_\_\_  LLC

Date & State of Corporation

Name \_\_\_\_\_ Social Security \_\_\_\_\_

Title \_\_\_\_\_ % Street Address \_\_\_\_\_

Phone(\_\_\_\_) \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Name \_\_\_\_\_ Social Security \_\_\_\_\_

Title \_\_\_\_\_ % Street Address \_\_\_\_\_

Phone(\_\_\_\_) \_\_\_\_\_ City, State, Zip \_\_\_\_\_



## Canada Customs Broker Information Form

Please complete this form with your Customs Broker information to be used with incoming shipments to Dealers in Canada.

Broker Name: \_\_\_\_\_ Account #: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_



**CUSTOMER AGREEMENT**

In consideration of, and in order to induce you to establish a line of credit or accept COD company check, the undersigned understands and agrees to pay for all charges to the account in accordance with the terms of sale you establish. If purchase orders conflict with your terms of sale, we understand the terms of this credit application will prevail at your standard net 30 or COD terms. If at any time, for any reason, we are unable to pay for monthly purchases when due, we agree to be billed and pay an administrative and cost of money service charge of 1.5% per month (18 percent per annum) as fair average compensation to you. Applicant(s) understands that all claims, requests for adjustments, or notification of errors must be made within thirty days or charges are considered accepted. No returns will be allowed. If for any reason, collection proceedings or legal action are deemed necessary by Touchstone to collect any portion of the account that is in default, applicant(s) agrees that venue shall be Exton, Pennsylvania, unless at Touchstone's sole discretion, you choose some other forum. The undersigned agrees to pay all collection costs, including reasonable attorney's fees and costs, through final dispensation. Should the ownership of this business change in any way after the date of this application, applicant(s) agrees to notify Touchstone in writing of such change and agrees that any and all charges incurred until such notice is received shall remain the responsibility of the ownership as indicated by this application. I/We represent, as the Applicant(s) herein, that all debts are currently being paid in the normal course of business as they become due and that no insolvency exists as defined in the Bankruptcy Reform Act and that no petition has been contemplated or filed for protection. This agreement is binding on the Applicant(s), and if a corporation or partnership, on the individual(s) signing on behalf of the corporation and all partners of any partnership, its assignees and heirs. A copy of this application can be accepted as an original. In addition, I/we authorize Touchstone to make any and all bank, trade, background, or Consumer Credit inquiries as necessary.

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Legal Signature Date Legal Signature Date  
*(Signature is the owner, 2 partners or 2 corporate officers, or authorized signers with legal documentation.)*

\_\_\_\_\_  
Print Name Title Print Name Title

**PERSONAL GUARANTY**

I, (individual) \_\_\_\_\_ for and in consideration of your extending credit, at my request, to (company) \_\_\_\_\_ hereby personally guarantee to Touchstone Home Products payment of the obligation of the above named company, and I hereby agree to bind myself to pay you on demand, any sum which may become due to you by the company whenever the company shall fail to pay the same. It is understood that this guarantee shall be a continuing, absolute and irrevocable guaranty and indemnity for such indebtedness until credit grantor receives revocation in writing.

**X** \_\_\_\_\_ (as individual) \_\_\_\_\_  
Signature Social Security # Date



**DEALER CREDIT CARD AUTHORIZATION FORM**

COMPANY NAME: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_

NAME ON CREDIT CARD: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

CREDIT CARD TYPE: VISA / MC / AMEX

ACCOUNT NUMBER: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_/\_\_\_\_ CVV/CSV \_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

CREDIT CARD WILL BE CHARGED UPON SHIPMENT OF PRODUCT TO CUSTOMER AND WILL BE CHARGED BY EITHER TOUCHSTONE HOME PRODUCTS OR MEDIA SUPPLY DEPENDING ON ITEMS PURCHASED. YOUR COMPANY WILL BE NOTIFIED IN ADVANCE OF TOTAL CHARGE, PO AND INVOICE NUMBER.

**FAX THIS SIGNED FORM TO 610-884-4500**