



DEALER & CREDIT APPLICATION

So we may process your application as quickly as possible, please provide complete information. Reference replies often require 1-2 weeks. If Votivo does not encounter delays getting reference replies or required credit information, Dealers may receive credit approval within 1-2 weeks. If you need quicker delivery, we recommend prepayment of your first order with a business check or credit card.

☐ NEW ACCOUNT ☐ ADDRESS CHANGE ☐ RE-ACTIVATE CLOSED ACCOUNT ☐ NEW SHIP-TO / BILL-TO

Your Trade Name(s) _____ DBA _____

Owner _____ Contact _____

Billing Address _____ Shipping Address _____

Accounts Payable Contact _____ Phone # _____

_____ Fax # _____

Date Founded _____ Email _____

Type of Business: ☐ Corporation ☐ Partnership ☐ Proprietorship Website _____

Does your business have a loading dock? ☐ Yes ☐ No _____

*Sellers Permit # (AKA resale certificate, tax exempt license, sales tax certificate) _____

*Copy of Sellers Permit/Resale Certificate required when submitting application. Order will not ship until all documentation is received.

TYPE OF STORE: (Please check what most closely describes your store)

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Beauty Supply / Salon | <input type="checkbox"/> Bookstore | <input type="checkbox"/> Card / Paper Goods | <input type="checkbox"/> Other (please specify) _____ |
| <input type="checkbox"/> Fashion / Jewellery / Accessories | <input type="checkbox"/> Florist | <input type="checkbox"/> Garden or Pool | _____ |
| <input type="checkbox"/> Spa / Fitness | <input type="checkbox"/> Independent Grocery | <input type="checkbox"/> Interior Design / Furniture | _____ |

If approved as a Votivo Dealer, I agree to adhere to the Authorized Dealer Policies as outlined on the back of this application and as updated from time to time at Votivo's discretion (the current Authorized Dealer Policies may be found at www.votivo.com by logging into your Authorized Dealer account). I understand and agree that my act of submitting and/or accepting an order from Votivo serves as my agreement with, and acceptance of, the then current Authorized Dealer Policies.

DEALER SIGNATURE (REQUIRED) _____ TITLE _____ DATE _____

TERRITORY MANAGER SIGNATURE (REQUIRED) _____ TITLE _____ DATE _____

CHOOSE METHOD OF PAYMENT: ☐ Net 30 ☐ Credit Card ☐ Pre-Paid

COMPLETE THIS SECTION BELOW ONLY IF APPLYING FOR CREDIT TERMS

Bank Name _____ Acct. # _____

Bank Phone _____ Bank Contact _____

Bank Address _____

Credit References: Please fill in all information or ☐ see attached document with a complete credit information.

Vendor Name	Complete Address	Phone #	Fax #	Account #
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1. _____

2. _____

3. _____

If approved as a Dealer, I request an account on a 30-day basis; and in consideration of this account and the sale of merchandise to me, that the company will pay all invoices within 30 days of the invoice date, and also should it be necessary to assign the account balance to a licensed collection agency or attorney for legal action, all subsequent collection charges and legal fees shall be paid by applicant. I hereby authorize the listed references to furnish you information as to my company's financial status.

SIGNATURE (REQUIRED) _____ TITLE _____ DATE _____

* To comply with state and federal laws we must obtain certain information about your business before we can ship our products to you. We desire to ship your order in a timely fashion which requires that we have your Sellers Permit (also known as a resale certificate, tax exempt license, or sales tax certificate) as required by the state in which the business is located.



ORDER TERMS & CONDITIONS

MINIMUM OPENING ORDER: \$500 minimum opening order

MINIMUM REORDER: \$150 minimum reorder

PAYMENT OPTIONS: Existing customers with Net 30 terms who have \$2500 in yearly sales and a good payment history may qualify for Net 60 terms once a quarter. Credit limits are based on credit history and/or credit references. Votivo Credit Application must be signed. Allow 2 weeks for processing. Credit cards are accepted, including Visa, MasterCard, Discover and American Express. Authorized credit card signature is required on mail-in orders. Prepayments with company checks are also accepted. **No C.O.D. orders are accepted.**

SHIPMENTS: Unless otherwise directed, Votivo will always automatically shop for the least expensive rate, ship accordingly, and pass the savings to you. F.O.B. Spartanburg, SC. Votivo preferred carriers include FedEx Ground, USPS, and truckline carriers.

FREIGHT CAP: Freight capped at 15% of the merchandise total, freight incentives apply. *The freight cap will not apply to orders shipped outside the continental US and/or expedited orders (Next Day, 2nd day, etc.).*

FREIGHT INCENTIVES: Only available to Votivo Dealers who purchase over \$2500 per "ship to" location in a calendar year. Freight incentive for single shipments/single invoices to a single location is given as follows: Orders over \$1000, 100% freight incentive on product. (Except direct to Alaska or Hawaii, over \$1000, 10% of merchandise amount). Freight incentive not to exceed actual freight charges. Invoice must be paid within terms to earn the freight incentive. If you choose freight collect, you will not receive a freight incentive.

RETURNS: Returns are subject to the following conditions: a) Claims must be made within 10 days after receipt of shipped goods. b) Return Authorization "CO" number must be acquired from a Customer Service Representative by calling 1-877-786-8486 c) "CO" number must be printed in bold on the carton and shipment sent back to Spartanburg, South Carolina. d) No returns will be accepted without authorization of Votivo Customer Service. Based on circumstances of return, a restocking fee may apply. e) If there is noticeable damage to an outer package, you must keep the outer packaging/boxes, etc. This may be required to settle a claim with the freight carrier.

REFUSED AND UNDELIVERABLE ORDERS: All refused or undeliverable orders will incur a 15% restocking fee.

PRODUCT VARIANCES: Decorative finishes and containers may vary.

PRICES, TERMS AND CONDITIONS: All prices are wholesale. Current prices, terms and conditions are subject to change without notice. All orders are subject to credit approval by Votivo, Inc.

MINIMUM ADVERTISED PRICING POLICY (MAPP): The brand has adopted a Minimum Advertised Pricing Policy that is at least 100% markup from the currently listed wholesale price. For more information contact Customer Service for details.

ACCOUNT STATUS: Accounts can be closed at any time at the sole discretion of the corporate office, with or without cause. **ALL** accounts will be closed after 18 months of inactivity. Once an account is closed, to re-establish an account all retailers must go through the new accounts approval process: completed dealer application, updated state tax certificate, and a minimum opening order will be required.

VOTIVO VIP PROGRAM: Votivo's VIP (Votivo Incentive Program) is a powerful tool dealers use to grow sales. Every dollar you spend on Votivo related products earns you valuable VIP Points. VIP Points can be used to order in-store marketing materials including Pointof- Purchase signage, product testers, sample tins, and more. Ask your Territory Manager for more information or go to retailer.votivo.com and login with your account number and bill-to zip code to see your VIP Points total.

VIP PROGRAM RULES & RESTRICTIONS: Invoice must be paid within terms to earn VIP Points. VIP Points are non-transferable. Points expire if account closed. Points are distributed by "bill-to location". VIP Point items can only be redeemed on a minimum re-order. Point items are not for resale.

Wholesale shipments to US based retailers are strictly licensed and authorized for resale **ONLY** within the United States and as authorized according to the terms of the Votivo Authorized Dealer Policies. International shipments from US based retailers and sales efforts through third party websites (as defined in Section A4) are strictly prohibited as a violation of Authorized Dealer Policies, including, but not limited to, Sections A.1 and A.2 and thereof regarding Votivo intellectual property rights. Violation of Authorized Dealer Policies, and of this policy in particular, subjects an offending Authorized Dealer to potential immediate termination for cause, pursuant to Section D of Authorized Dealer Policies.



DEALER POLICIES

Thank you for your interest in becoming an Authorized Votivo, Inc. Dealer. The following sets forth the expectations, terms and conditions of our Authorized Dealership program:

A. If approved as an Authorized Votivo Dealer, you understand and agree:

1. That Votivo is the owner of the Votivo trademark and has and shall retain all rights in its trademarks and in such designations and that any goodwill that develops as a result of your use of the Votivo trademarks and designation inures solely to the benefit of Votivo.
2. To respect Votivo's intellectual property rights, including its trademarks, copyrights, trade dress, and patents. During and after your appointment as an Authorized Votivo Dealer, you agree to refrain from use of any such intellectual property in an unauthorized manner, or in a manner likely to be confused with any marks of Votivo.
3. That you are only authorized to sell the Votivo brand and products as follows:
 - In the specific "brick and mortar" store location which you own and operate and for which you have been approved as an Authorized Dealer
 - On ecommerce enabled web pages hosted on websites which you own and operate
 - Only within the United States
4. That you are explicitly prohibited from selling, or facilitating the commercialization of, the Votivo brand and product:
 - To unauthorized sellers
 - On third party operated websites, including, but not limited to, sites such as Amazon, Etsy, eBay, Alibaba, Buy.com., Walmart.com, Jet.com, Overstock.com, Wayfair, Zulily, and/or Craigslist. Further, you understand and agree that selling the Votivo brand and product on such third-party websites is an explicit infringement of Votivo's intellectual property rights.
5. That you understand and agree not to make use of any Votivo trademarks, other Intellectual Property Rights, or otherwise confusingly similar marks within your company name, any domain name, or other registration of any type then made under your company name or any related company thereof. Should it be determined by Votivo that you have made improper use of its rightful Intellectual Property Rights and/or any confusingly similar marks or practices, you expressly agree, if requested by Votivo, to assign to Votivo any such existing domain name or registration you might own that utilizes and infringes upon Votivo's Intellectual Property Rights.
6. To adhere to Votivo's Minimum Advertised Pricing (MAP) policy, as follows:
 - All Votivo products must, at a minimum, be advertised at a price of 100% markup from the current listed wholesale price.
 - Advertised promotions of up to 15% are allowed, but must be periodic, varied in nature, and for a duration of no more than 7 days.
 - "Tester" products offered to Authorized Dealers are intended for in-store use only and may not be sold or included as part of any promotional offers to customers, including a gift with purchase.
 - "Sample" products offered to Authorized Dealers for the express purpose of consumer giveaways are excluded from this MAP policy.
 - Discontinued products, no longer offered for sale by Votivo, are excluded from this MAP policy
7. To cooperate with Votivo in its marketing efforts by reviewing and, where appropriate, adopting Votivo Marketing recommendations and using Votivo marketing materials.
8. To familiarize yourself and comply with the standards, policies, terms and conditions stated by Votivo in its product literature and sales materials.
9. To Immediately upon actual termination of this Agreement or of your appointment as an Authorized Votivo Dealer for any reason:
 - To cease representing yourself as an Authorized Votivo Dealer and to cease using any intellectual property rights of Votivo; including that you shall remove from your property or website and immediately discontinue all use, directly or indirectly, of trademarks, designs, and markings owned and controlled by Votivo of any word, title, expression, trademark, design or marking that, in the opinion of Votivo, is confusingly similar thereto; and
 - That you expressly agree, if requested by Votivo, to assign to Votivo any existing domain name or registration of any type then in your company name or any related company thereof that makes use of Votivo Intellectual Property Rights and/or any confusingly similar marks or practices; and
 - That you agree to the granting of an injunction against you by a South Carolina court if you should continue to infringe Votivo intellectual property rights and/or to make sales of Votivo products after this Agreement is terminated or after your appointment as an Authorized Votivo Dealer is terminated, and you agree to pay any and all legal expenses and costs associated with obtaining any such injunction.
10. When requested by Votivo, to confirm and acknowledge to Amazon or other third-party operated sites intellectual property rights held by Votivo, and to identify to Votivo, when requested based on your knowledge, parties involved with unauthorized internet sales of Votivo products, and when requested by Votivo to cease and desist making sales to any identified unauthorized sellers (regardless of means, market or distribution channel) of Votivo products.



DEALER POLICIES

11. Any decision by Votivo in a given instance to take corrective action with a Dealer (for example, such as a suspension or other action) rather than formal termination, shall be at Votivo's sole discretion, and does not waive any rights of Votivo as to any remedies hereunder.

12. Votivo does not permit any person to make or receive any payments or investments in connection with the application to become, or appointment as, an Authorized Votivo Dealer. You hereby affirm that you have not made or received any such payments or investments.

B. If you are approved as an Authorized Votivo Dealer, Votivo agrees:

1. That you may utilize the designation Authorized Votivo Dealer in advertising of Votivo products and at the authorized location, provided that you adhere to Votivo's trademark use guidelines.

2. That you may place orders for Votivo products, although you understand and agree that acceptance of such orders is at Votivo's sole discretion and shall be subject to Votivo's then standard Terms and Conditions and Votivo's right to obtain updated credit information of the kind set forth in this Application.

3. That it will provide you with such product literature and marketing materials as Votivo deems appropriate, provided that you agree that you will use such literature and materials solely in connection with the marketing and sale of Votivo products; that you obtain no rights whatsoever in any Votivo intellectual property rights by virtue of this Agreement or any authorized activities hereunder; and that you will make legal markings and notices regarding such intellectual property rights, or take other reasonable marketing steps for the preservation thereof, as from time to time may be indicated by Votivo.

C. Changes and/or Termination:

1. You agree that the policies of Votivo are subject to change at any time, and that Votivo reserves the right to terminate or modify the Authorized Dealership Program.

2. You acknowledge that Votivo reserves the right to terminate this agreement and your appointment as an Authorized Votivo Dealer for any reason and no reason upon five (5) days written notice and for cause immediately.

3. Accounts can be closed at any time at the sole discretion of the corporate office, with or without cause.

4. All accounts will be closed after 18 months of inactivity. Once an account is closed, to re-establish an account all retailers will be required to go through the then current new account approval process, including a minimum opening order

D. This Agreement:

(1) shall not be assigned by either party without prior written consent of the other party; (2) shall be governed exclusively by the laws of South Carolina, with jurisdiction of the parties and the Agreement in pertinent federal or state courts within South Carolina; (3) constitutes the entire Agreement between the parties, superseding any and all prior agreements or any contrary understandings, whether written or oral. (4) Notices hereunder may be given via mail or certified mail return receipt requested (effective on the day of posting) to the addresses and party names stated herein, **AND/OR** via email per email addresses provided by the Dealer to Votivo. (5) this Application and any other information provided by you to Votivo may be reviewed by Votivo's consultants, including the Independent Sales Representatives representing the product line. **(6) You agree that this Application and any other information provided by you to Votivo may be reviewed by Votivo's consultants, including the Independent Sales Representatives representing the product line.**

E. I am authorized to execute this Agreement on behalf of the Applicant listed on the application.

951 SOUTH PINE STREET | SPARTANBURG, SOUTH CAROLINA 29302

1.877.7VOTIVO (1.877.786.8486) | FAX 1.864.585.6147 | INTERNATIONAL FAX 1.864.948.0120

www.VOTIVO.com