## DUNNING

PLEASE FAX THIS FORM TO: 888-745-8329
Attn: Jim Guerra

## DUNNING AUTHORIZED RETAIL DEALER AGREEMENT

DEALER/COMPANY NAME:							
DBA/TA (If Applicable): Street Address:							
Street Address:							
City: Business Phone:			State: FED ID#				
Fax #:			S/S #				
E:mail Address:	-						
Primary Contact Name:							
Addresses of Ship to Location	ons (Attach Additi	onal Sheets if Nece	essary)				
(1)							
(2)							
(3)							
Store Location: (Addresses of a	all retail location where	merchandise will be so	old) Store	Phone #			
Name					YES / NO		
D/B/A							
Street		City	State	Zip			
		Oity					
Type of Organization:	Proprietorship:	Partnership:		Corporation:	_		
Type of Business:			Date Started:				
Name of Bank:			Phone #:				
Checking Accountt #:							
Principals:							
(1)	HOME	ADDRESS		HOME TEL NO			
NAME	HOME	ADDRESS		HOME TEL NO.			
(2)							
Trade References:							
(1) NAME	ADDRI	EGG		TEL NO.	ACCOUNT NO.		
	. ADDIN	LOO		TEL NO.	ACCOUNT NO.		
(2)							
Marketing / PR Contact:							
Same Contact info as Bill to?							
	YES / NO						
Commercial Customer Name							
Street Address:							
City:		State:		Zip:			
Phone:			Fax #:				
Primary Marketing Contact Na	me:		Email:				
The undersigned certifies that terms of credit from the Computation and comparation of the application is signature on the application is the future. We also authorize savings, checking, and/or loan	any, and that the co ant to this date. I un my pledge that you banks and other ins	ontents hereof and the nderstand that you we are authorized to in	ne financial data su rill rely on the infor vestigate my/our fi	ubmitted herewith accurately mation in the credit application nancial credit worthiness, cre	on in extending credit to me, an edit history, and financial credit	on, without id my ors now and in	
	-			NO ODLIGATION	**************************************		
THE UNDERSIGNED CERTIF	FIES THAT IT INTE	NDS TO CREATE A	A LEGALLY BINDI	NG OBLIGATION UNDER T	HIS AGREEMENT UPON		
DATE:							
	PRINT	OR TYPE NAME O	F OFFICER, PAR	TNER OR TITLE			
THIS AGREEMENT SHALL HAVE NO FORCE OR EFFECT UNTIL ACCEPTED BY THE COMPANY AT ITS HOME OFFICE EITHER BY ELECTRONIC CONFIRMATION OF ACCEPTANCE (ACKNOWLEDGEMENT OF RECEIPT IS NOT ACCEPTANCE) OR BY SHIPMENT OF PRODUCT TO DEALER.							
		BY:					
SIGNATURE OF PRINCIPAL (IF SUBMITTING BY ELECTRONIC MEANS, PLEASE TYPE NAME)							

Regional Sales Approval:

Date:

## TERMS AND CONDITIONS

This Authorized DUNNING. Agreement ("Agreement") applies soley to the retail outlet(s) located at the address(es) listed above and to the products indicated on the main Agreement and also below ("Products"). In the event additional outlets or stores under the same ownership are opened or aquired by Dealer, Dealer must fill out and submit a separate agreement for the Company's approval and acceptance for each additional location. Acceptance of this Agreement will not guarantee that additional outlets will be approved or accepted by the Company.

In the event the Company accepts this Agreement, Dealer understands and agrees that sales other than retail sales directly to end users through the retail outlets located at the addresses listed herein shall be expressly prohibited, and that failure to adhere to this rule will result in irreparable damage to the system of customer services and quality control as well as to the reputation and goodwill of the Company and the Products; and therefore, may result in the termination of Dealer as an authorized Company dealer and the simultaneous cancellation of outstanding orders. Without limiting the following, Dealer acknowledges that the foregoing prohibition against transshipment includes without limitation sales via the Internet and other media, as well as sales through mail, direct order, or catalogs unless expressly authorized in writing through a separate contractual agreement with the Company. Dealer agrees to provide the Company with such information and assistance as is reasonably necessary to investigate and prevent the possible transshipment or unauthorized sale of Products. Dealer also agrees that if this Agreement is approved, Dealer may not transfer or assign its rights hereunder as an authorized dealer of Products without the express written consent of the Company. Dealer further agrees that in the event of a sale or a total or partial change of ownership in Dealer or any of Dealer's approved retail outlets, the new owner(s) must submit a new Agreement and Dealer will not be eligible to purchase products unless and until the Agreement is approved in writing by the Company's Corporate Headquarters. Nothing herein shall be deemed to require the Company to approve such new Agreement

Payment shall be due in full within 60 days from date of invoice. Any sums not paid within such time shall be subject to a charge of 11% per month, and Dealer shall pay such costs, expenses and reasonable attorney's fees as the Company may incur in any manner of collection of any sums past due. Dealer shall not set off or deduct from any amounts due the Company all or part of amounts owed or alleged to be owed to Dealer by the Company or any entity controlled by, controlling or under common control with the Company ("Affiliate"). All purchases and sales shall be in accordance with, and subject to, the Company's standard Terms and Conditions of Sale (set forth in the Company's catalogs and price lists from time to time) which are in effect at the time the order is accepted by the Company. In the event that Dealer is in default under any agreement with the Company or with an Affiliate of the Company, the Company shall have the right, without prejudice to any other legal remedy, of cancelling all outstanding orders and/or terminating this Agreement. This Agreement shall be construed under New York law (excluding its conflicts of laws principles), and any proceeding arising out of or in connection with this Agreement may be brought in the courts of The state of New York, and the undersigned consents to the jurisdiction of such courts.

- In addition to satisfying other reasonable requirements of the Company, in the event this Agreement is accepted, Dealer agrees to perform the following:

  (1) to provide prompt effective and courteous service with respect to the sale of Products using personnel trained in selling and servicing of like merchandise and
  - (2) to vigorously and aggressively promote the retail sale of goods and Products;
  - (3) to merchandise the Products consistent with guidelines established by the Company including with respect to in-store display and to establish and maintain, independently and in conjunction with the Company, advertising and marketing policies and methods to promote and emphasize the high-quality characteristics of Products:
  - (4) to provide clean, modern and adequate facilities necessary for the proper merchandising and selling of Products; and
- (5) to attend presentations conducted by Company sales representatives for the purpose of acquiring knowledge about technical aspects of Products

This Agreement soley authorizes the sale by Dealer of only the following Products: As an inducement for the Company to extend credit to Dealer and enter into this Agreement, the undersigned personally, jointly, severally and unconditionally guarantees to the Company the prompt and full payment of all sums now or hereafter due the Company from Dealer (including all legal and other costs of attempts to collect said sums from Dealer and the undersigned, and law interest on said sums), and the full and complete performance of all obligations to be performed by DATE: (Personal Guarantor Signature) (Print Name) (if submitting by electronic means, please type name into signature line) WITNESS: (Personal Guarantor Signature) (Print Name) HEAD REP AGENCY USE ONLY Type: New Retail Outlet(s) of existing Account Change of Ownership (\*change of ownership format must be included) Ship to becoming bill to (\*note from billing account authorizing change must be included). Amount of Credit Requested: Division(s) Requested: HOME OFFICE USE ONLY Credit Limits: D & B Rating Credit Manager Approval: Date Opened: