



New Customer Form

Full Business Name	
Contact Name	
Phone Number & Email	
Shipping Address	
Billing Address	
Sale Rep	
Online Retailer/Reseller	<input type="radio"/> YES <input type="radio"/> NO Website:
Tax Information- attach copy of State Tax Exemption Certificate	
Federal Tax ID (or SSN) #	
State Resale Tax ID #	

Terms and Conditions of Sale

It is understood that the information presented in this Customer Application is true and correct to the best of the Applicant(s) knowledge.
 The applicant(s) hereby authorizes the bank(s) of record to release information regarding the Applicant(s) to Venture Wipes

1. Orders: No order is binding until accepted by Venture Wipes. All prices are subject to change without notice.
2. Payment Terms: Credit Card, ACH, or Cash
3. Returns: Venture Wipes will accept return of product only if shipped in error, damaged or out of date.
4. Shipment and Deliveries: Venture Wipes only obligation regarding delivery dates shall be to use reasonable efforts to meet them. Title and risk of loss shall pass to buyer at F.O.B. point. Venture Wipes will not be liable for any delays, breakage, loss of damage after having made delivery in good order by non-Venture Wipes carrier(s). Shipments deemed acceptable by buyer unless notice of rejection is received by Venture Wipes within 2 days of receipt of product by buyer. Venture Wipes may also assess a surcharge for shipping outside the normal schedule by customer request. **Any accessorial charges incurred during the course of delivery of an order will be the responsibility of the customer and not Venture Wipes. Examples of these accessorial charges are, but not limited to, lift-gate, inside delivery, and residential delivery charges.**
5. Liability: Venture Wipes shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of fire, strikes, labor disputes, shortages of materials or products, accident, war, delay of common carriers or suppliers, acts of civil or military authorities or from any other cause beyond its control.
6. Taxes: The amount of present or future sales, excise or other taxes if applicable to the products ordered will be added to the purchase price and paid by buyer unless buyer provides Venture Wipes with an exemption certificate acceptable to taxing authorities.
7. Warranty: Unless otherwise stated Venture Wipes warrants only that the products will conform to the applicable specifications and be free of defects in design, material and workmanship as established by the respective manufacturer. Any improper misuse or failure to maintain in accordance with applicable instructions as specified by the manufacturer or other circumstances shall void the warranty.
8. Remedies/Limitations of Remedies: Venture Wipes rights and remedies set forth herein shall be in addition to any legal or equitable right or remedy available to Venture Wipes. Venture Wipes shall not be liable for any incidental consequential, special or punitive damages arising from the sale or use of any products or Venture Wipes performance or failure to perform any of its obligations hereunder, whether the claims are in contract, including negligence or strict liability. Buyer's sole and exclusive remedy after acceptance of the products shall be the remedy available under the warranty provisions provided by the specific manufacturer.
9. Controlling Provision: These terms and conditions shall supersede any terms and conditions contained in any order or other writing purchaser may give, and the right of the parties shall be governed solely, by the provisions, terms and conditions hereof.
10. Severability: If any provisions hereof are invalid or unenforceable, it shall be reformed and deleted, but only to the extent necessary to make it valid or enforceable, and the remaining provisions hereof shall remain in full force and effect.
11. Applicable Law/Arbitration: All disputes between parties arising out of or related to this agreement or the breach, alleged breach or interpretation thereof shall be governed by the laws of the State of Florida except for its choice of law rules.
12. MAP (Minimum Advertised Price): Venture Wipes has established MAP pricing to protect our brand. Venture Wipes can modify the MAP pricing at anytime. Applicant is required to follow all MAP pricing rules & regulations.

Acceptance of Terms

The above is understood, agreed and accepted by:

Applicant Signature (Printed)	
Applicant Signature	
Title & Date	

This application is not binding unless accepted by Venture Wipes and is subject to Venture Wipes terms and conditions of sale.

Please return completed this form, a copy of your tax exempt certificate, & Federal EIN certificate to:

Sales@VentureWipes.com



MINIMUM ADVERTISED PRICE (MAP) AGREEMENT

This agreement is entered into by Venture Wipes and the Venture Wipes retailer/distributor. This agreement is intended to identify the terms and conditions for distribution and advertising of Venture Wipes products.

NOW THEREFORE, in consideration of their mutual promises set forth herein, and intending to be legally bound hereby, the parties hereto agree to the following:

1. Venture Wipes will establish Minimum Advertised Price ("MAP") for its products. We have implemented this MAP policy to preserve our strong reputation for providing customers with high value products and valued after sales support. The MAP may be adjusted by Venture Wipes at its sole discretion upon seven (7) day notice to retail/distributor. Such adjustments shall be uniformly applied to all Venture Wipes' retail/distributors in the United States and Canada. All retail/distributors must implement such modifications within thirty (30) days from the date of receipt of such notice.
2. The MAP applies to all advertisements for any Venture Wipes products in any and all media, including, but not limited to: flyers, posters, coupons, mailers/emails, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet or similar electronic media, television, radio and other public displays.
3. The MAP applies only to advertised prices and does not apply to the price at which Venture Wipes products are actually sold or offered for sale to an individual consumer within the retail location. "Retail location" is defined as the physical place where end-users can physically buy and take immediate delivery of Venture Wipes products. The final sales price remains totally at dealers' and distributors' discretion.
4. Venture Wipes may periodically discontinue products or engage in promotions with respect to certain items. In such events, Venture Wipes may, at its discretion, modify or suspend the MAP with respect to the affected products by timely notifying all dealers of such change.
5. The terms of this Agreement are confidential to the parties hereto and must not be disclosed to other parties. Retail/distributor agrees to exercise reasonable care in protecting the information contained herein. The terms of this Agreement shall remain in effect as long as retail/distributor has a business relationship with Venture Wipes.
6. Failure to abide by the terms of this Agreement may result in termination of dealership or distributorship with retail/distributor.
7. Venture Wipes or retail/distributor may terminate this Agreement by giving written notice to the other party if any court of competent jurisdiction or other governmental entity shall have issued a final order, decree or ruling, or taken any other final action, restraining, enjoining or otherwise prohibiting the sale of any of the Venture Wipes products and such order, decree, ruling or other action is or shall have become non-appealable. Any liability of any party for breaches of this Agreement shall survive such termination.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date below.

Company: _____
Name: _____
Title: _____
Signature: _____
Date: _____

Company: Venture Wipes
By: Thomas Fromm
Title: Member
Signature: _____
Date: _____



Retailer/Distributor Contract

Dear Retailer/Distributor,

Thank you for your interest in Venture Wipes. We welcome your interest in purchasing products from us.

This agreement is made effective as of the signature and date at the end of this contract. The purpose of this agreement is to establish you as an authorized distributor for the sale of our products.

The sale of any products on third party e-commerce sites (Amazon.com, ebay.com, drugstore.com, Groupon, Living Social, etc.) is strictly prohibited unless written authorization is given by us. All advertising of our products must be reviewed beforehand and have written approval. Venture Wipes has established a Minimum Advertised Price ("MAP") for its products, all wholesalers, distributors, retail, and dealers must comply with our MAP policy as outlined in the enclosed agreement.

We do not allow "repackaging or alteration" of any of our products. We offer a wide range of package sizes and products for your use. We hereby grant to you the non-exclusive right, upon the terms and conditions contained in this agreement, to purchase, inventory, promote, use, and resell our products. You agree not to alter, cover up, remove or change in any way our labeling, informational, and/or promotional material. You agree not to reprocess, re-label or repack any of our products.

You agree not to use, authorize, or permit the use of, the name Venture Wipes, any of our logos, or any other trademark ("our marks") owned by us as part of your firm, corporate, or business name in any way, except in connection with the distribution or use of our products under this agreement and to designate products sold, used, and distributed under the terms of this agreement.

During the term of the agreement the relation between you and us is that of vendor and vendee. You, your agents, and your employees shall, under no circumstances, be deemed agents or representatives of Venture Wipes.

Upon termination of this agreement, you will remove and not thereafter use any sign containing any of our marks, or any other trademarks owned by us and immediately destroy all stationery, advertising matter, and other printed matter in your possession or under your control containing any of our marks. You agree not to, at any time after such termination, use or permit any of our marks to be used in any manner in connection with any business conducted by you or in which you may have an interest, or otherwise as description of, or referring to, anything other than our products.

We look forward to having you as a customer and becoming business partners. We take pride in our products and are delighted that you want to represent them.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date below.

Company: _____
Name: _____
Title: _____
Signature: _____
Date: _____

Company: Venture Wipes
By: Thomas Fromm
Title: Manager
Signature: _____
Date: _____