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## RESELLER Terms & Conditions

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### SECTION I: Minimum Order Quantities

Tervis Tumbler Company is a known and trusted brand name. For over 60 years, Tervis Tumbler has been the industry leader in insulated polymer tumblers. It is important that each Tervis Tumbler Reseller maintain a presentation sufficient to promote our brand identity. Therefore, a minimum opening order quantity of \$500, and a reorder quantity of \$200 is required.

### SECTION II: Application Instructions

- ***A completed application is required for all potential resellers.*** This includes new dealers, or existing dealers ordering for a new location or channel (e.g., web).
- ***Applicant must provide website information or photos of the exterior of their store(s), including sign and showcase displays, a total of two (2) pictures are required from inside the store, and one (1) store front including store name sign.***
- ***Only applicants with permanent, “brick & mortar” locations, websites and catalog will be considered as Authorized Tervis Tumbler Resellers.***
- ***Applicants with multiple locations may submit a single application with location details for all requested locations,*** provided that all stores share the same retail concept and class of trade. If not, each store type requires its own application. Further, each location will be considered separately. That is, approval/denial of one location does not necessarily ensure approval/denial of the others.
- ***The Tervis Tumbler Resellers Brand Agreement,*** Section III of this form, contains specific policies and procedures regarding use of the Tervis Tumbler brand identity and related proprietary materials.

### SECTION III: Tervis Tumbler Brand Agreement

**Tervis Tumbler is the leading producer of polymer insulated drinkware nationwide. As such, Tervis Tumbler products are marketed and presented in a way that reflects its quality, value and unique appeal wherever it appears before the consumer. Tervis Tumbler Company requires that its products be represented by its resellers in the same manner, through adherence of the following:**

- Only authorized reseller collateral provided by the company (brand statements, copy, print or web product images, logos, etc) may be used for displaying or marketing Tervis Tumbler Products.
- The trademarked term “Tervis Tumbler” or “Tervis” will not be used in any marketing materials or campaigns (paid keywords, newspaper ads, etc.) without the express approval of Tervis Tumbler.
- For multi-channel resellers, the Tervis Lifetime Guarantee can only be used as a [link](#) to the tervis.com site and the return instructions page. No additional marketing messaging may be used.
- Resellers may not sell Tervis Tumbler products on any online auction sites (e.g., eBay), discount websites, comparison shopping websites, price comparison websites or at flea markets.
- Each website selling Tervis Tumbler Products must be specifically approved prior to the sale of Tervis Tumbler Product on a website.
- **Tervis products with the John Deere Logo cannot be sold on website channels**

**Important:** Resale of Tervis Tumbler products without approval at any location or on any website is strictly prohibited, and may result in the termination of this agreement. In addition, the relationship between Tervis Tumbler and each reseller is “at will”, meaning that 1) Tervis Tumbler is free to choose any reseller it wishes to work with, and 2) Tervis Tumbler or the Reseller is free to terminate the relationship for any reason and at any time. All purchases from Tervis Tumbler are subject to these Terms and Conditions.



**RESELLER AND CREDIT APPLICATION FORM**

The following information is submitted as a basis for your consideration of our application for Net 30 credit terms and as a Reseller Agreement with Tervis Tumbler Company. Note that cash pre-payment and credit cards are also acceptable forms of payment. Be sure to sign and complete the entire form – references may be submitted as a separate attachment.

**SECTION I: Business Information**

<b>Billing Name:</b>	
<b>Trade Name:</b>	
<b>Federal Tax I.D. #</b>	<b>Years in Business:</b>
<b>Years at Present Location:</b>	<b>Years Under Current Ownership:</b>
<b>Number of Employees:</b>	<b>Annual Gross Sales:</b>

**SECTION II: Contact Information**

<b>Owner:</b>	<b>Phone:</b>	<b>Fax:</b>
<b>Store Manager:</b>	<b>Phone:</b>	<b>Fax:</b>
<b>Buyer:</b>	<b>Phone:</b>	<b>Fax:</b>
<b>Account Payables:</b>	<b>Phone:</b>	<b>Fax:</b>
<b>Email Address:</b>	<b>Website Address:</b>	

<b>Billing Address:</b>	<b>Shipping Address:</b>
_____	_____
_____	_____

**SECTION III A: Principal Owners, Stockholders, and/or Business Officers (indicate % each owns)**

1. Name \_\_\_\_\_ % Address \_\_\_\_\_  
 Title \_\_\_\_\_ Phone # \_\_\_\_\_

2. Name \_\_\_\_\_ % Address \_\_\_\_\_  
 Title \_\_\_\_\_ Phone # \_\_\_\_\_

3. Name \_\_\_\_\_ % Address \_\_\_\_\_  
 Title \_\_\_\_\_ Phone # \_\_\_\_\_

**SECTION IV: Marketing Information (Please check all that apply)**

<b>Location Description</b>	<b>Class of Trade</b>
<input type="checkbox"/> Downtown Street	<input type="checkbox"/> Gift/Collectibles
<input type="checkbox"/> Freestanding	<input type="checkbox"/> Tabletop/Gourmet/Housewares Store
<input type="checkbox"/> Rural	<input type="checkbox"/> Home Furnishings Store
<input type="checkbox"/> Resort/Tourist	<input type="checkbox"/> Specialty Store (e.g. Boating, Golf, Sports, etc)
<input type="checkbox"/> Enclosed Mall	<input type="checkbox"/> College Store
<input type="checkbox"/> Open Mall/Lifestyle Center	<input type="checkbox"/> Stationary Store
<input type="checkbox"/> Strip Center	
<input type="checkbox"/> Other (explain)	<input type="checkbox"/> Other (explain)

Do you currently sell other insulated tumblers?  Yes  No

If yes, note brands here: \_\_\_\_\_

If your application is approved, how many square feet will you devote to Tervis Tumbler? \_\_\_\_\_



Will the Tervis Tumbler product also be sold on your website?  Yes  No

If yes, what specific Tervis Tumbler products will be sold on the website? (Excludes John Deere)

**SECTION V: Trade References or Credit Sheet**

<b>1. Business Name:</b> _____ <b>Address:</b> _____  <b>Phone #:</b> _____ <b>Account #:</b> _____ <b>Contact Name:</b> _____ <b>Terms:</b> _____	<b>2. Business Name:</b> _____ <b>Address:</b> _____  <b>Phone #:</b> _____ <b>Account #:</b> _____ <b>Contact Name:</b> _____ <b>Terms:</b> _____
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**SECTION VI: Bank References**

<b>1. Bank Name:</b> _____ <b>Branch:</b> _____ <b>Address:</b> _____  <b>Account #:</b> _____ <b>Phone #:</b> _____ <b>Contact Name:</b> _____ <b>Terms:</b> _____	<b>2. Bank Name:</b> _____ <b>Branch:</b> _____ <b>Address:</b> _____  <b>Account #:</b> _____ <b>Phone #:</b> _____ <b>Contact Name:</b> _____ <b>Terms:</b> _____
<b>REQUESTED CREDIT LINE:</b> \$ _____	<b>EST. MONTHLY PURCHASES:</b> \$ _____

**SECTION VII: Additional Form Requirements**

- Federal Form W9       Form DR-13 (Florida Businesses only)

We have read, understand, and accept the terms and conditions of Tervis Tumbler Company as published.

We certify that all information provided is true and complete, and authorize Tervis Tumbler Company to obtain a written or oral report from any credit-reporting agency. We further authorize any bank or commercial business to furnish information requested which will assist creditor in the investigation. If credit is extended, we agree to pay all debts incurred within the terms of sale indicated on my order. Should the debt become past due, we expressly agree to pay a service fee at the rate of 1.5% per month, or the maximum permitted under applicable state law, whichever is less. We further expressly agree to pay reasonable collection of the account, including attorneys' fees, if necessary. We are authorized to obtain credit for our Company.

I am authorized to execute this agreement on behalf of the above mentioned company.

**Signature** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date** \_\_\_\_\_

Note: Approval as a Qualified Reseller will be acknowledged by the Sales Department. Credit approval is not final until you receive a letter from the Credit Department with your credit limit and terms.