



·PRODUCT GROUP·

**CUSTOMER PROFILE / CREDIT APPLICATION**

The information requested below is necessary for pre-qualifying an applicant to be a RNPG authorized dealer. Please be assured all responses will remain confidential.

**Business Name** \_\_\_\_\_

Bill to Address \_\_\_\_\_

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

Contact Email: \_\_\_\_\_ **Payables Email** (if different) \_\_\_\_\_

Are you now or have you done business under any other DBA's? \_\_\_\_\_ No \_\_\_\_\_ Yes If "yes", then please list:

\_\_\_\_\_

**Ship to Address** (if different than Bill to) \_\_\_\_\_

Website: \_\_\_\_\_ Name of Rep \_\_\_\_\_ Date Business Commenced \_\_\_\_\_

**Credit Card Payment Information** (if not requesting credit):

**Name on Card:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_ **Expiration:** \_\_\_\_\_ **CVV:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**TRADE REFERENCES OF SUPPLIERS (if requesting credit): Requested Credit Limit \$ \_\_\_\_\_**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Account Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Account Number: \_\_\_\_\_

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Account Number: \_\_\_\_\_

I certify that, to the best of my knowledge, the information provided on this credit application is true and correct, and I agree to the terms and conditions of the RNPG Retail Agreement. Furthermore, I hereby give my permission to the above-mentioned individuals, businesses, and banks to release necessary information to RNPG in order to establish my credit-worthiness.

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

(Please print or type)

**Title** \_\_\_\_\_ **Date** \_\_\_\_\_



## **RETAIL AGREEMENT**

This Retail Partner Agreement (“Agreement”) is made and entered into on \_\_\_\_\_, by and between Rusted Nail Product Group, Inc (“RNPG”), and the undersigned retail partner (“Retailer”).

### **ARTICLE I - SCOPE AND PURPOSE**

Section 1.1. Agency. RNPG hereby appoints Retailer as its agent for the merchandise under this agreement, for the purposes of sale. Retailer shall not permit the merchandise to be used for any other purpose without the written consent of RNPG

### **ARTICLE II – DUTIES AND RESPONSIBILITIES**

Section 2.1. Transportation. Packing and shipping charges, insurance costs, other handling expenses, and risk of loss or damage incurred in the delivery of the merchandise from RNPG to Retailer, shall be the responsibility of Retailer.

Section 2.2. Promotion. Retailer shall use its best efforts to promote the sale of the merchandise in its store. Retailer agrees to place Items in a prominent place in its establishment to encourage sales. Display cases by RNPG are the sole property of RNPG and must only be used for RNPG products. Retailers are responsible for shipping charges associated with the display cases.

Section 2.3. Returns. Any return/exchange policy maintained by Retailer is the sole responsibility and liability of Retailer. RNPG shall make its best effort to accommodate fill-in product for inventory voids. RNPG will determine product damage or defect after return of product.

Section 2.4. Sales and Use Taxes. Retailer will collect and remit all required Sales and Use taxes on the merchandise.

### **ARTICLE III – PRICING AND PROMOTION**

Section 3.1. Minimum Advertised Price Policy. Retailer may advertise RNPG’s products at or above the minimum advertised price (“MAP”). The MAP for RNPG’s products are no lower than 10% off Manufacturer’s Suggested Retail Prices (“MSRP”) and may be adjusted by RNPG at its sole discretion. All advertisements of MAP Product(s) must include RNPG’s model name and a price at or above the MAP.

Section 3.2. Applicability. The MAP policy applies to all advertisements of RNPG’s products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, mail order catalogs, Internet, social media or similar electronic media, television, radio and public signage. Failure will result in termination of business with retailer.

### **ARTICLE IV – DIGITAL MARKETING AND ECOMMERCE**

Section 4.1. General Prohibition on Paid Digital Marketing. Retailer shall not engage in paid digital marketing campaigns that have the objective of enticing customers to purchase the merchandise from any website other than pre-approved websites.

Section 4.2. Third-Party E-Commerce Platforms. Retailer shall not offer, sell, or advertise the merchandise in any way through any Third-Party E-Commerce platforms like Amazon, E-Bay, and similar platforms without the express prior written consent of RNPG.

### **ARTICLE V– GENERAL PROVISIONS AND MODIFICATION**

Section 5.1. Binding Effect. This Agreement and the rights of the parties hereunder shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors and permitted assigns.

Section 5.2. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereto, supersedes any prior oral discussions or written documents relating to the subject matter hereof and no modification hereof shall be effective unless made by a supplemental agreement in writing executed by both parties hereto, pursuant to Section 5.3.

Section 5.3. Modification. The parties may, by mutual written consent in a Supplemental Agreement, modify the terms of this agreement while it is in effect. In that case, the terms of the Supplemental Agreement will supersede the relevant terms in this Agreement.