



# Wholesale Agreement and Terms of Sale

Revised February 1, 2015



Dear Potential Angstrom Mineral Retailer,

Thank you for your interest in Angstrom Liquid Minerals. We hold your business in high regard and as such, we carefully screen and approve Wholesale Account requests. This allows us to grow and create a program that creates the best opportunity to succeed for both our business and yours.

Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete and sign the application below. Once we determine that our interests are mutually beneficial, we'll send you our price list and other applicable information.

We appreciate your interest and look forward to hearing from you soon.

Sincerely,

Elizabeth Ramirez  
COO  
Angstrom Liquid Minerals  
Elemental Research Inc.



## Wholesale Agreement and Terms of Sale

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement:

### MINIMUM ORDER REQUIREMENTS

Angstrom Liquid Minerals and Elemental Research Inc. offers four Wholesale Account purchase options, based on volume, as outlined below. Once you establish your account at a certain level, you may change your Wholesale Account level by making the minimum initial order at the level required for the desired Wholesale Account. All subsequent orders must then match the minimum reorder for that level.

Level 1 Minimum Initial Order- \$250.00 Minimum Monthly Reorder- \$100.00 Discount from MSRP- 25%	Level 2 Minimum Initial Order-\$1,000.00 Minimum Monthly Reorder- \$500.00 Discount from MSRP- 30%
Level 3 Minimum Initial Order- \$7,500.00 Minimum Monthly Reorder- \$4,000.00 Discount from MSRP- 40%	Level 4 Minimum Initial Order-\$ 15,000.00 Minimum Monthly Reorder- \$ 10,000.00 Discount from MSRP- 50%



## MSRP

Products or goods purchased from Angstrom Liquid Minerals and Elemental Research Inc. shall only be sold at the manufacturer's suggested retail price (MSRP). In the event the Wholesale Account chooses to place the products or goods for sale at a discount, the Wholesale Account shall not discount the products more than 25% below MSRP.

Permission for special sale events beyond the 25% discount by the Wholesale Account must be requested in writing to Angstrom Liquid Minerals and Elemental Research Inc. and will typically be granted on a semi-annual basis.

## WEB COMMERCE

No products or goods purchased from or produced by Angstrom Liquid Minerals and Elemental Research Inc. shall be resold by or through any on-line auction or online store (such as Ebay, Amazon or other similar sites) without the express, written authority of Angstrom Liquid Minerals and Elemental Research Inc.

If Wholesale Account is planning to sell products produced by Angstrom Liquid Minerals and Elemental Research Inc. in an online marketplace/store, it must be owned by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Angstrom Liquid Minerals and Elemental Research Inc.

## PRODUCT IMAGES

Angstrom Liquid Minerals and Elemental Research Inc. will make available images that you might require for your print and online presence. Should you require any additional images, please contact us. Any imagery you provide yourself must be approved prior to use (please allow adequate lead-time for approval; two weeks is recommended).



## RESELLING TO WHOLESALE ACCOUNTS

Any Wholesale Account who distributes Angstrom Liquid Minerals and Elemental Research Inc. goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

## PAYMENT METHODS

At this time, Angstrom Liquid Minerals and Elemental Research Inc. is not extending credit terms. All orders must be accompanied by pre-payment. We accept credit card payment online via our website. For orders over \$1,000.00 we can accept a credit card via phone. We do not accept checks. We also accept wire transfers for orders over \$2,000.00. Wire information will be provided after account has been approved.

## SHIPPING/HANDLING

Items will not be shipped until full payment is received. No COD orders. We exclusively use FedEx. On all orders, we include the cost of packaging materials and handling fees in your shipping total. Large freight orders are recommended to be arranged by you the wholesaler.



## SHIPPING ERRORS, RETURNS, AND WARRANTY

Order errors must be brought to Angstrom Liquid Minerals and Elemental Research Inc. Customer Service attention within 5 business days of receipt of shipment. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to printing or manufacturing defects during the first 90 days, we will work with you to find a resolution.

## MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that Angstrom Liquid Minerals and Elemental Research Inc. makes no warranty, express or implied, as to the merchantability Angstrom Liquid Minerals and Elemental Research Inc. products. Wholesale Account also agrees that Angstrom Liquid Minerals and Elemental Research Inc. is not liable for any misuse or misrepresentations of the goods by the Wholesale Account or the final retail purchaser or consumer, and indemnifies Angstrom Liquid Minerals and Elemental Research Inc. for any legal actions that emanate from such actions.



Angstrom Liquid Minerals and Elemental Research Inc. reserves the right to change the terms of this Agreement as necessary. Prices are subject to change without notice. Either party with 30-day written notice can terminate wholesale relationship.

### Confirmation of Agreement to Policies, Terms & Conditions

- I agree that I will not file a chargeback with my issuing bank and understand in doing so I give Angstrom Liquid Minerals and Elemental Research Inc. the right to take legal action to enforce these conditions. In the event Angstrom Liquid Minerals and Elemental Research Inc. must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.
- I agree that I will not allege to consumers that I manufactured these products myself, nor appointees of myself.
- I have reviewed and understand Angstrom Liquid Minerals and Elemental Research Inc. policies and procedures for payment and shipping as well as all terms and conditions. I authorize Angstrom Liquid Minerals and Elemental Research Inc. to keep this agreement on file and apply these policies to all future transactions made between Angstrom Liquid Minerals and Elemental Research Inc. and myself.

Please acknowledge your agreement to follow these conditions for all purchases that your company may make, by signing and entering today's date below:

Print Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please fax entire signed contract to: (208)773-8895. Keep a copy for your own records. Thank You!