



PETER GRIMM

THANK YOU FOR YOUR INTEREST IN BECOMING PART OF THE PETER GRIMM TEAM. WE TAKE PRIDE IN THE QUALITY HEADWEAR THAT WE CREATE AND ARE EXCITED TO HAVE YOU AND YOUR COMPANY BE A PART OF OUR VENDOR NETWORK. AS A PETER GRIMM VENDOR, YOU WILL RECEIVE TRAINING, ONGOING FEEDBACK, AND CONSTANT SUPPORT FOR ALL YOUR QUESTIONS AND CONCERNS.

ATTACHED ARE THE FORMS THAT NEED TO BE COMPLETED AND SENT BACK TO US IN ORDER TO SET UP AN ACCOUNT WITH PETER GRIMM LTD. ALSO, PLEASE ATTACH A COPY OF YOUR SALES TAX EXEMPTION CERTIFICATE.

YOU MAY FORWARD THE PAPERWORK TO PETER GRIMM LTD:

550 RANCHEROS DRIVE

SAN MARCOS, CA 92069

800-664-4287

THANK YOU AGAIN FOR YOUR INTEREST IN PETER GRIMM LTD, AS WE LOOK FORWARD TO WORKING WITH YOU SOON.



A Peter Grimm Company

550 Rancheros Dr. San Marcos, CA 92069-2911 ph. 800.664.4287 fx. 760.471-5297

NEW ACCOUNT INFORMATION

Company Name:		
Billing Address:		
City/State/Zip Code:		
Telephone:	Fax:	
Shipping Address:		
City/State/Zip Code:		
e-mail Address:		
State Resale Tax Number:		
Terms:	NET30	Credit Card
A/P Contact:	e-mail:	Phone:
Buyer:	e-mail	Phone:

CREDIT CHECK AUTHORIZATION

(If selected above)

The undersigned hereby consent(s) to PETER GRIMM use of non-business consumer credit reports and use of business consumer credit reports on the undersigned in order to further evaluate the credit worthiness of the undersigned as principal, proprietor, and/or guarantor in connection with the extension of business credit as completed by this credit application. The undersigned hereby authorize(s) PETER GRIMM to utilize a consumer and/or business credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned individual(s) hereby knowingly consent to the use of such credit reports consistent with the Federal Fair Credit Reporting Act as contained in U.S.C. @ 1681 et seq.

I hereby certify that the above information is correct to the best of my knowledge, and that I agree to the terms and conditions included with this form.

Print Name:	Resale #:
Signature:	Date:



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TERMS AND CONDITIONS OF PURCHASE

1. **Packing & Shipping:** All goods will be shipped within 90 days of the Ship Date noted on the Purchase Order unless Cancel Date indicates a shorter time. The Ship Date shall be deemed the next shipping day after the Purchase Order is received by Peter Grimm Headwear unless otherwise stated on the Purchase Order. A Purchase Order will be automatically cancelled if shipping does not occur within 90 days unless otherwise stated on the Purchase Order. Peter Grimm Headwear will contact Customer for approval if shipping beyond 90 days. All goods will be prepared and packaged for shipment in a manner that will prevent damage in transit and will be shipped "best way", at Customer's expense, unless otherwise agreed upon.
2. **Inspection:** All goods shipped shall be deemed to have been received and accepted in good condition and as described on the shipping documents unless Peter Grimm Headwear is notified in writing, within 5 days of delivery, of any shortages, damages, and/or substitutions not in accordance with the Purchase Order.
3. **Risk of Loss:** Peter Grimm Headwear agrees to bear all risks of loss, damage, or destruction of goods ordered or produced which occur prior to delivery.
4. **Restocking Charge:** A 15% restocking charge will be assessed on any merchandise returned that was shipped within the terms of the purchase order.
5. **Minimum Order:** Peter Grimm Headwear's minimum order requirement shall be \$250.00, and 3 pieces per style. An under minimim charge of \$30 will be applied to all Purchase Orders submitted under \$250.00.
6. **Warranty:** Peter Grimm Headwear warrants that is has good and merchantable title to the goods sold hereunder; that said goods conform to the description and specifications of samples; and are of good merchantable quality.
7. **Agreement:** This agreement shall be governed by the laws of the State of California. The parties agree that the conditions of purchase stated herein and all statements on the Purchase Order set forth their agreement.
8. **Payment Terms:** All payments shall be made by Credit Card prior to shipment of goods unless Customer has been approved for Credit Terms, in which case Customer shall pay within the time limit of such approved terms. A 10% late fee will be added to the unpaid balance on any past due amounts. No Purchase Orders will be accepted if the Customer is in default of payment terms.
9. **MAP Pricing:** Peter Grimm Headwear has an established Minimum Advertised Price (MAP) policy. Any and all advertised price of all Peter Grimm Headwear product, must follow this policy.

It is expressly understood and agreed that the above terms and conditions shall be included in, and form part of Customer's Application for Credit and all Purchase Orders submitted to and/or entered into between Customer and Peter Grimm Headwear.

Any Peter Grimm sales order will be constructed under the laws of the state of California without reference to conflicts of laws principles. Peter Grimm Headwear and Customer agree to bring any lawsuit or other legal proceeding in the federal or state courts of Vista, California and not to challenge or object to venue in such courts. Customer and Peter Grimm Headwear agree that service of process may be affected by certified mail, return receipt requested or in any manner authorized by the rules of the court in which the lawsuit or other proceeding is instituted.

Signature:

Date:

Peter Grimm LTD Minimum Advertised Price Policy (MAP)

Peter Grimm LTD understands that it's authorized Dealers and Resellers ("Resellers") provide end consumers of Peter Grimm products with the kind of advice, service, knowledge, and support necessary to maintain a high level of customer satisfaction. Peter Grimm has concluded that certain types of advertising can affect our goodwill and can be damaging to the standards and reputation that Peter Grimm products and your services have achieved. Therefore, Peter Grimm is establishing a Minimum Advertised Price ("MAP") policy.

Objectives:

- A. To ensure that our Reseller-product relationships are consistent and value based.
- B. To maintain the proper positioning of Peter Grimm products in the marketplace.

Our MAP Policy:

Resellers must advertise new Peter Grimm products at or above the minimum advertised price ("at MAP" shall include up to \$1.00 below to accommodate unique pricing conventions). The MAP is equal to the "MAP Price" displayed on our price list. The MAP is in U.S. Dollars only and all monetary values shall be the equivalent, or greater, in the current foreign currency exchange rate in place, per <http://www.oanda.com/>, on the date of advertisement. For purposes of the MAP Policy "advertising" means any advertising through authorized media. Authorized media consists of billboards, newspapers, magazines, catalogs, brochures, direct mail, retail flyers, faxes, coupons written or electronic, television, radio, any e-commerce, electronic media such as email and Facebook, and Reseller internet sites or any other method which uses the hypertext transfer protocol ("http") or any internal link to a web based shopping cart is considered advertising for the purposes of this policy. Advertising that does not state the MAP or higher price violates the MAP Policy.

Any price with a "strike through" treatment is not considered a proper display of the MAP or higher price. Any advertised price, discounts such as coupons, or free accessories resulting in an effective advertised price for Peter Grimm products at less than the MAP will constitute a violation of the MAP Policy. A Reseller who advertises bundles of products, which include Peter Grimm products, must advertise the price or value of the Peter Grimm products at or above the MAP. For example, the advertised bundle should say "includes Peter Grimm product, which has a suggested retail price of \$XXXX.XX (or higher)" or words to that effect.

The MAP Policy applies only to the Resellers' advertised prices, not selling prices. Resellers, Distributors, and Dealers are independently free to sell Peter Grimm products at whatever resale price they choose.

SELLING ONLINE:

Retailer is permitted to sell online only on the Retailer's own "branded" site and may not sell or list the Product on third party retail sites, affiliate sites, auction sites or marketplace sites, including but not limited to Amazon, Ebay, Walmart.com, Overstock, without written authorization from Supplier. Retailer must provide to Supplier all websites names that Retailer uses to sell Product prior to posting on the internet. It is Peter Grimm's unilateral policy to cease supplying products to any Reseller who offers any Peter Grimm products on internet auction sites.

Policy Modifications:

In Addition to the MAP Policy, Peter Grimm has policies covering other aspects of our relationship with Resellers, such as product returns. All such polices are included as addendums to this agreement. Peter Grimm reserves the right at any time to modify, suspend, or discontinue the MAP Policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. It shall be Resellers' responsibility to be apprised of the current requirements of the Map Policy, if any.

Peter Grimm sales personnel have no authority to modify or grant exceptions to the MAP Policy or have any communications with Resellers regarding violations of the MAP Policy.

Failure to Comply:

Peter Grimm will monitor compliance with this policy. It is the Resellers' responsibility to monitor its own advertisements. Violations of the MAP Policy and consequences thereof will be determined by Peter Grimm in its sole discretion. Peter Grimm may, at its own discretion, stop supplying product to any Reseller found to be in violation of the MAP Policy. Peter Grimm has no obligation to provide prior notice or issue warning before taking action under this MAP Policy.

I have read, understand, and am authorized to agree to and accept the above MAP policy.

Name _____ Title _____

Company _____ Date _____

California Resale Certificate

I HEREBY CERTIFY:

1. I hold valid seller's permit number: _____

2. I am engaged in the business of selling the following type of tangible personal property:

3. This certificate is for the purchase from _____ of the item(s) I have listed in paragraph 5 below. [Vendor's name]

4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.

5. Description of property to be purchased for resale:

6. I have read and understand the following:

For Your Information: A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER

SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE



PRINTED NAME OF PERSON SIGNING

TITLE

ADDRESS OF PURCHASER

TELEPHONE NUMBER

()

DATE
