

DOWN TO EARTH DISTRIBUTORS, INC.

Practical Goods for Natural Living

PO Box 1419 • Eugene, OR 97440 • Phone: 541-485-5932

Wholesale Net 30 Terms Account Packet

Dear New Customer,

Thank you for your interest in Down To Earth Distributors, Inc. We are a wholesale supply company. We sell to businesses only. Our goal is to develop successful long term relationships with these types of businesses.

If you are a verifiable business with a valid Resale Certificate and would like to establish a Wholesale Net 30 Day account with us, please return the following forms (Attention: New Accounts) to sales@downtoearthdistributors.com

- Net 30 Day Credit Application Wholesale Account Sales agreement signed by an Owner, Partner or Corporate Officer **only**.
- The Down To Earth provided reference sheet with at least 4 references or your prepared reference sheet/company profile with email addresses. (We only contact references by email.) Please only provide verifiable current trade/vendor references. Do not use C.O.D. or credit card only references.
- A copy of your State Resale Certificate (unless we will be shipping to Alaska, Delaware, Montana, New Hampshire or Oregon). PLEASE NOTE: Down To Earth Distributors, Inc. requires State Resale Certificate from the state we will be shipping to. Not the Business License (which must be displayed at your business location).
- Resale Information Form
- Down To Earth Shipping Questionnaire (if applies)

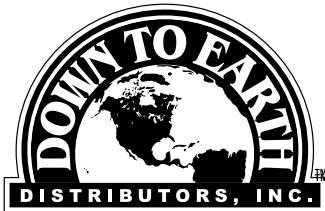
We will make every effort to establish an open account for your business. If your Net 30 Day application is approved by us, you will be notified within 30 days. If your Net 30 Day application is not approved you will be presented with other options or will also have the option of reapplying for Net 30 Day terms at a later date.

Please let us know if you have any questions or concerns.

We hope that we will be doing business together for many years.

Sincerely,

Lynn Wilkerson
Account & Order Management
sales@downtoearthdistributors.com



INFORMATION AND SALES POLICY

PO Box 1419 • Eugene, OR 97440 • Phone: 541-485-5932

Thank you for applying for a Wholesale Account with Down To Earth Distributors (DTE). The following is our guide containing basic information for ordering. Please feel free to call us anytime if we can be of further assistance.

New Customers:

Please complete all forms in our Sales Agreement packet and also attach a copy of your tax exemption and/or state resale certificate.

Sales Agreement Application: Must be signed by Owner, Partner or Corporate officer.

DTE Information and Sales Policy: Please read these terms carefully.

DTE Purchase Terms and Conditions: Please read these terms carefully.

Resale Questionnaire: This form helps us determine how best to service your account.

Shipping Questionnaire: Please complete to the best of your knowledge, but note if additional requirements are not given and are billed by the carrier, customer agrees to additional charges.

Orders:

Ask your Salesperson regarding order minimums. FOB prices are subject to changes without notice. When ordering please take note of the unit of measure. All products must be ordered in unit quantity only. If you make a mistake, DTE reserves the right to increase the quantity to meet our unit requirements. Order cancellation must have prior authorization by the Sales Manager for approval.

Payment Options:

Net 30 days: (upon approval) Net 30 Terms Sales Agreement must be used for applying.

Credit Card Payment: DTE accepts Visa, MasterCard, and American Express. DTE will pre-authorize your card at the time of order entry and charge your card at the time of shipment for the total amount of goods shipped plus prepaid freight. DTE reserves the right at its sole discretion and with notice given to the customer to charge a convenience fee of 3% for payments made with a credit card.

Credit Terms and conditions:

Any variation from our published terms must be requested in writing: All requests must be acknowledged by DTE to be honored. If PO terms differ from terms granted by DTE, DTE terms will apply.

The applicant agrees to pay a service charge on the unpaid balance equal to 2% per month (24% per annum) or the maximum rate allowed under applicable law.

Returned check fee is \$35.00.

An account with history of past due amounts of any kind or refused merchandise may be cause for an account to be placed on immediate credit hold and reviewed.

Should it be necessary to refer the account to a Licensed Collection Agency or attorney for legal action, all subsequent charges and legal fees shall be paid by the applicant.

The application must be signed by an Owner, Partner or Cooperate Officer, acknowledging that the authorized person has read and agrees to the terms and conditions set forth by DTE.

Shipping:

All orders are shipped Freight Prepaid, FOB - Down To Earth Distributors Warehouse, Eugene, Oregon, unless other arrangements have been made. The cost of freight will be added to your invoice for prepaid shipments. Shipping methods are: UPS/FedEx ground; LTL Carrier; Down To Earth Truck Service and Collect shipments. For all shipping policies and questions please consult with your Sales Representative. Completed Shipping Questionnaire noting any special handling requirements must be filled out by applicant and updated with Sales Representative when applicable. If special requirements are not given and billed for by the freight company, customer agrees to additional charges.

Backorders:

Backorders are not shipped without customer approval. Backorders over 60 days from original ship date are cancelled unless otherwise directed by Customer. All backorder shipments are subject to the same terms as the original shipment. Backorders are shipped at current prevailing prices unless otherwise agreed. Backorders are not shipped free freight.

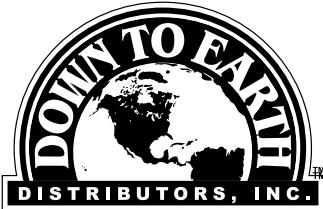
Returns:

All returns must be pre-authorized. Items ordered in error are subject to a 20% restock charge and freight charges payable both ways. Items must be in saleable condition with no price tags. Returns must be packed properly in protective packaging. Broken items will not receive any credit.

Inspection: Visual damage to the freight or any discrepancies of Product must be reported to DTE at time of receipt and must be noted on delivery receipt or BOL. You must sign for damage on BOL/delivery receipt in order to receive any credit.

Damage claims must be reported within 7 days of shipment receipt. No late claims accepted. Much of our merchandise is handcrafted; there are some variations in color, texture and finish as well as possible irregularities. These are not considered flaws.

Will Call Carrier and Freight Collect shipments: All claims to be filed by the customer directly with the Carrier.



PURCHASE TERMS AND CONDITIONS

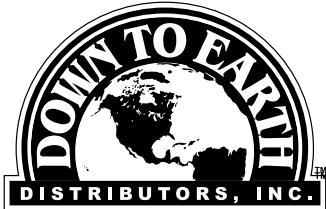
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The following Purchase Terms and Conditions (the terms) apply to all Resellers (Customer or Customers) of Down To Earth Distributors (DTE) Products. By purchasing Products, you accept and agree to abide by these Terms. Please read Terms carefully. If you do not agree with any portion of these Terms, you may not purchase DTE Products. DTE reserves the right to cancel any pending orders and/or terminate the account of any Customer that violates, or threatens to violate, any of these Terms, in addition to all other available legal remedies.

- 1. Orders:** Orders will be processed by DTE in accordance with the Terms set forth in the DTE Customer Information and Sales Policy or through other procedures separately agreed to in writing by the Customer and DTE. DTE reserves the right to reject any order, in whole or in part, for any reason.
- 2. Sales to other Resellers:** Customer shall not sell or transfer any of the Products to any person or entity for resale without obtaining DTE's prior written consent. Customers shall sell solely to end users of the Products and shall not sell to anyone a quantity of the Products greater than that generally purchased by an individual for personal use or gifting.
- 3. Geographical Restrictions:** Customer shall not sell the Products to any individual or entity outside the United States and its territories without obtaining DTE's prior written consent.
- 4. Internet Sales:** Customers are permitted to market for sale or sell the Products through website(s) owned and operated by the Customer provided however, that such website(s) identify the Customers' full legal name, telephone number, and e-mail address. At any time, DTE, in its sole discretion, may revoke a Customer's authorization to sell products on such websites and Customer shall cease marketing for sale and/or selling the products on such websites immediately upon notice of such revocation. Customers shall not sell the products on or through any other web sites, including any third-party marketplace sites such as Amazon, eBay, Wayfair or Walmart Marketplace without the prior consent of DTE. Execution by DTE of the Authorized Online Marketplace Reseller Agreement constitutes the only means of providing consent to sell products on any third-party marketplace site.
- 5. Product Storage and Handling:** Customer agrees to exercise due care in storing and handling the Products in accordance with any storage guidelines specified on the product labeling or by DTE.
- 6. Alterations Prohibited:** Customer shall sell Products in their original packaging. Relabeling or repackaging is not permitted unless authorized by DTE. Customer may not remove, translate, or modify the contents of any label or literature on or accompanying the Product.
- 7. Customer Service:** Customer must make themselves available to respond to consumer questions and concerns both before and after the sell of the Products and should endeavor to respond to consumer inquires within a commercially reasonable time frame. At all times, Customer and Customer's Agents must represent the products in a professional manner and refrain any conduct that is or could be illegal, gives or could give the appearance of impropriety, or otherwise is or could be detrimental to the reputation of the DTE brand.
- 8. Contact information:** Customer agrees to maintain accurate and up to date company information and to disclose all retail locations that carry the Products. Customer shall promptly notify DTE of any changes to its address, telephone number, e-mail address or other contact information. If the Customer sells their company or store, the new owner must apply for new terms with DTE.
- 9. Compliance with applicable laws:** Customer shall comply with all applicable laws, rules, regulations, and policies related to the advertising, sale and marketing of the Products.
- 10. Intellectual Property:** Customer acknowledges and agrees that DTE owns all proprietary rights in and to the DTE brand, name, logo, trademarks, service marks, trade dress, copyrights and other intellectual property associated with the Products (including the DTE IP). Customer shall refrain from questioning or challenging the rights claimed by DTE in the DTE (IP) or assisting any others in doing so. Customer is granted a limited, non-exclusive, non-transferable, revocable license to use the DTE (IP) solely for the purpose of marketing and selling the Products set forth herein. DTE reserves the right to review and approve any guidelines that may be provided by DTE and must be commercially reasonable as to the size, placement and other manners of use. All goodwill arising from Customer's use of the DTE (IP) shall inure solely to the benefit of DTE.
- 11. Termination:** DTE reserves the right to terminate Customer's account, with or without cause, upon written notice to Customer. Except as otherwise agreed by DTE and Customer in writing, upon termination, Customer's license to use DTE (IP) as set forth in paragraph 10 shall be revoked immediately and Customer shall immediately cease representing itself as an authorized reseller of DTE Products and all use of anything that may give the impression the Customer is an authorized reseller of DTE Products or has affiliation whatsoever with DTE.
- 12. Modification:** DTE reserves the right to update, amend, or modify these Terms at any time. Unless otherwise provided, amendments will take effect immediately and Customer's continued use, advertising, offering for sale, or sales of the Products, use of the DTE (IP), or use of any other materials provided by DTE to the Customer under these Terms following notice of the amendments will be deemed Customer's acceptance of the amendments.

Dispute Resolution: If there is a breach or threatened breach of paragraphs 2 through 12 of these Terms, it is understood that DTE shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and/or other equitable remedies; provided, however no specification in these terms of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of these Terms. Except as otherwise provided, or as the Customer and DTE may otherwise agree in writing, no failure, refusal, neglect, delay waiver, forbearance or omission by DTE to exercise any right(s) herein or to insist upon full compliance by the Customers' obligation herein shall constitute a waiver of any provision or otherwise limit DTE's rights to fully enforce any or all provisions and parts thereof.

Governing Law: These Terms and any dispute related to or arising from these Terms are governed by and construed in accordance with the laws of the State jurisdiction and venue in the federal or state courts in the state of Oregon, United States.



NET 30 DAY CREDIT APPLICATION WHOLESALE ACCOUNT SALES AGREEMENT

PO Box 1419 • Eugene, OR 97440 • Phone: 541-485-5932

Confidential Business Information Sheet

- PLEASE TYPE OR PRINT CLEARLY & FILL OUT COMPLETELY -

CREDIT AMOUNT REQUESTED \$ _____

SHIP TO:

BILL TO:

Shipping Address (if different) _____

Doing Business As _____

Registered Business Name _____

City, State, Zip _____

Billing Address _____

Ship To Phone _____

City, State, Zip _____

Buyer Contact _____

Bill To Phone _____

Buyer Email _____

Accounts Payable Contact _____

Retail Website _____

A/P Email _____

Date Business Established _____

A/P Phone _____

Number of Full-time Employees _____

Resale Certificate # _____

Type of Business (please select one) Corporation Sole Proprietorship Partnership LLC Non-Profit

Type of Business Retail Brick & Mortar Building Retail Website

Has this business or any of the names below ever filed for bankruptcy? Yes No

OWNERS, PARTNERS OR CORPORATE OFFICERS

Name _____ Title _____

Name _____ Title _____

SALES AGREEMENT

In consideration of delivery of merchandise by Down To Earth Distributors, Inc., the applicant agrees, acknowledges and warrants the following:

1. The applicant and agent warrant that the information supplied is true and complete on these forms.
2. In the event of default in the payment of any amount due, the undersigned agrees to pay all outstanding finance charges, reasonable collection costs, including agency, attorney's fees and court costs incurred. Venue of any suit shall be laid in Lane County, Oregon, United States.
3. The applicant agrees to notify Down To Earth Distributors, Inc., promptly in writing of any changes in ownership of the business conducted under the account name and agrees to the liability for all charges to the business conducted under the account name unless and until Down To Earth Distributors, Inc. receives written notice of the change in ownership.
4. Down To Earth Distributors, Inc. maintains security interest in products sold until such time as payment is received in full by Down To Earth Distributors, Inc.
5. I, the undersigned, hereby authorize the release of credit information necessary to obtain an open account with Down To Earth Distributors, Inc.

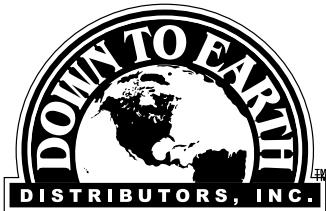
Must be signed by an Owner, Partner or Corporate Officer

Authorized Signature _____

Title _____

Print Name _____

Date _____



RESALE QUESTIONNAIRE

PO Box 1419 • Eugene, OR 97440 • Phone: 541-485-5932

Confidential Business Information Sheet

- PLEASE TYPE OR PRINT CLEARLY & FILL OUT COMPLETELY -

Retail Store Name _____ Phone Number _____

Phone Number _____

Buyer Name _____ Email Address _____

Email Address

If you have more than one location, please attach additional addresses

Retail Store Address _____ City _____

State _____ Zip _____ Store hours & days open to the public _____

BRICK & MORTAR BUILDING – BUSINESS TYPE – CHECK ALL THAT APPLY

Grocery/Natural Foods

Co-op

Kitchen/Gourmet

Hydroponics/Indoor Garden

Hardware

Garden Center/Farm Supply

Gift

Green/Eco Store

Internet Sales

Other (please list) _____

Square footage of store _____ Square footage reserved for Down To Earth products _____

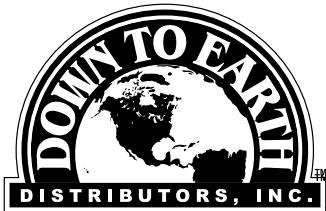
Please submit current photos of store front and inside showing product shelves and point-of-purchase register.

Do you have a website? _____ What is the URL? _____

Will you be selling our products online? _____

See purchase terms Line 4 for qualifications

What products are you interested in carrying?



NAME OF BUSINESS _____

SHIPPING QUESTIONNAIRE

Down To Earth Distributors is not responsible for additional charges incurred as a result of residential delivery, limited access delivery, metro delivery, or liftgate services incurred by freight companies not claimed on this form and or charged by freight companies after orders leave our warehouse. Such charges will be invoiced to the customer's account as additional charges. Please let your Sales Representative know of any shipping needs or changes.

Confidential Business Information Sheet

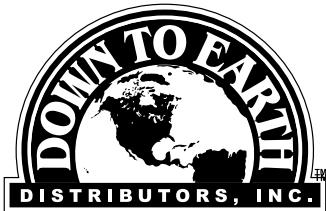
- PLEASE TYPE OR PRINT CLEARLY & FILL OUT COMPLETELY -

YES NO

Does anyone reside at your shipping address?	YES	NO
Is there an accessible loading dock at the shipping address that can accommodate a semi, where a liftgate would not be needed?	YES	NO
Is there a forklift & operator at the shipping address during receiving hours?	YES	NO
Is there delivery access and turnaround space for a 40 ft. semi truck?	YES	NO
Is there a gate (locked or with a keypad) that the delivery truck must pass through during business hours?	YES	NO
Does your Receiving Department require an appointment prior to delivery? <i>Additional charges apply (Terminal will set a time frame for your delivery)</i>	YES	NO
Do you require a call from the Freight Company prior to delivery? <i>Additional charges apply (Driver will call on their way)</i>	YES	NO
What are your receiving hours and days?		
If shipping collect, please provide collect number and carrier.		
List any special delivery instructions: <i>Some requests may incur additional charges</i>		

YOUR SALES REPRESENTATIVE CAN DISCUSS POTENTIAL ADDITIONAL CHARGES WITH YOU

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REFERENCE SHEET

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Confidential Business Information Sheet

– PLEASE TYPE OR PRINT CLEARLY & FILL OUT COMPLETELY –

Please list at least four trade references with which you have a trade history.
We request references by email only. Please be sure to list phone and email for all of your references.

PLEASE DO NOT LIST COD OR CREDIT CARD ONLY ACCOUNTS!

Trade Reference _____

Address _____

City, State, Zip _____

Accounts Receivable Contact _____ Phone _____

Email _____

Trade Reference _____

Address _____

City, State, Zip _____

Accounts Receivable Contact _____ Phone _____

Email _____

Trade Reference _____

Address _____

City, State, Zip _____

Accounts Receivable Contact _____ Phone _____

Email _____

Trade Reference _____

Address _____

City, State, Zip _____

Accounts Receivable Contact _____ Phone _____

Email _____