

# Visual Edge, Inc.

## Distributor Agreement & Terms V1.6

12/15/17

Thank you for becoming a distributor for Visual Edge, Inc. (VE). VE is a manufacturer of Reading/Writing Slant Boards and complimentary products. Due to this, our 'business model' caters to the uniqueness of our line.

This Authorized Distributor Agreement is effective between Visual Edge, Inc. (VE) and \_\_\_\_\_ (Distributor).

**1. Acceptance of Terms and Conditions:** Distributor must place an order for a minimum of 4 Cases or more annually of one or more of the product lines to maintain Distributorship status with VE. Pricing for VE product will be set at the signing of the agreement and will be updated annually. Color combinations come only in Case quantities (12 Boards). VE products will be shipped to the Distributor on an as needed basis. Distributor will be charged only for VE products shipped. Shipping and Handling (S&H) charges will apply to each shipment. At the end of the Agreement balance of products not already delivered will be shipped and charged to Distributor.

**TOTAL QUANTITY ORDERED: ( ) CASES**

**UNIT COST: \$20 PER SLANT BOARD**

**BOARD COLOR CHOICE: BLUE ( ) CASES GREEN ( ) CASES YELLOW ( ) CASES PINK ( ) CASES**

**2. Retail/Internet/Catalog Distributor** represents that it sells merchandise on the Internet (if the Distributor desires to maintain a website), using the following website(s): \_\_\_\_\_

**3. Product Images:** Distributor will only use images provided by VE unless approved in writing by VE. In addition, Distributor will maintain a high quality website appearance as determined by VE management if the Distributor desires to maintain a website.

**4. Distributor requirements:**

1<sup>st</sup> Distributor agrees to provide VE Credit Card information to keep on file and authorize VE to charge the Distributor for the amount of product requested to be delivered plus S&H throughout the duration of this Agreement. MC, Visa and Discover accepted.

**Credit Card Number** \_\_\_\_\_ **Exp.** \_\_\_\_ / \_\_\_\_ **CCV** \_\_\_\_\_

2<sup>nd</sup> Manufacturer's suggested retail will be recognized as Minimum Acceptable Pricing (M.A.P.). Distributor may sell for more than M.A.P.

3<sup>rd</sup> Distributor may not sell VE products on ebay.com or similar auction sites. Distributor will register, when requested by VE, which website VE products are sold.

4<sup>th</sup> Distributor may sell VE products on Amazon.com provided they recognize Minimum Acceptable Pricing (M.A.P.).

5<sup>th</sup> Distributor will display VE logo on website and price all VE products in a manner that is favorable to VE's image and reputation and the public's perception of the value of its products as determined by VE management.

6<sup>th</sup> Distributor will provide some form of Tax ID authorizing resale of a product to avoid Sales Tax on our end.

7<sup>th</sup> Distributor will provide quality customer service to its customers that buy VE products.

8<sup>th</sup> Distributors wishing to use their company shipping account will incur a Handling Fee.

9<sup>th</sup> Distributor staff will be completely familiar with VE's product features and functions.

10<sup>th</sup> VE will monitor websites for compliance.

**5. Term and Termination:** The term of this Agreement shall be for one (1) year from the date of both parties' signing. If at the end of this agreement and the entire quantity the Distributor agreed to purchase has not been delivered, the remainder will be delivered to the Distributors' and their Credit Card on file will be charged the remaining balance for the product plus S&H. This Agreement may be canceled for any violations of this agreement after three (3) days written notice.

**6. Non-Exclusivity:** This Agreement does not give any Distributor any exclusivity to selling VE products. Likewise, Distributor may sell other products similar to VE, and VE will sell to other Distributors.

**7. Arbitration:** Any disputes will be settled by arbitration in San Diego, California.

**8. Attorney's Fees:** The successful party will be entitled to recover reasonable fees and costs as decided by arbitrator.

**DISTRIBUTOR**

**Visual Edge, Inc.**

By: \_\_\_\_\_  
Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
Signature

Date

Delivery Address: \_\_\_\_\_  
\_\_\_\_\_