

**Visual Edge, Inc.**  
**Distributor Agreement & Terms V1.8**  
01/07/20

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** annually of Visual Edge Slant Boards to maintain Distributorship status with VE. Pricing for VE products will be set at the signing of the agreement and will be updated annually, if necessary. 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 the VE products shipped. Shipping and Handling (S&H) charges will apply to each shipment. At the end of the Agreement (1 Year) the balance of the products will be shipped and charged to meet the 4 Cases of Slant Boards minimum requirement, if necessary.

**UNIT COST: \$22.50 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:**

**1st** 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, Discover and AE accepted.

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

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

**Delivery Address** \_\_\_\_\_

**2nd** Manufactures's suggested retail will be recognized a Minimum Acceptable Pricing (M.A.P.) Distributor may sell for more then M.A.P.

**3rd** Distributor may NOT sell VE products on **AMAZON, eBay.com** or similar sites. Distributor will register, when requested by VE, which websites VE products are sold.

**4th** Distributor will display VE Logo on website and price all VE products in a manner that is favorable to VE's image, reputation and the public's perception of the value of its products as determined by VE management.

**5th** Distributor will provide some form of Tax ID authorizing resale of a product to avoid Sales Tax for VE.

**6th** Distributor will provide quality Customer Service to its customers that buy VE products.

**7th** Distributors wishing to use their company shipping account will incur a Handling Fee as established in the VE Pricing Schedule.

**8th** Distributor staff will be completely familiar with VE's product features and functions.

**9th** VE will monitor websites for compliance.

**5. Term and Termination:** The term of this Agreement shall be indefinite unless terminated by either party, but no less than 1 year. If the minimum quantity of 4 Cases has not been delivered at the end of 1 year, the remainder will be delivered and the balance charged to the CC on file. This Agreement may be canceled for any violations of this agreement after a three (3) day written notice.

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

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

**8. Attorney's Fees:** The successful party w8ll be entitled to recover reasonable fees and costs a decided by the arbitrator.

**DISTRIBUTOR**

**VISUAL EDGE, INC.**

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

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

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