



Smart Furniture ▶ Beautiful Solution

Reseller Agreement

DATE _____	TAX ID/RESELLER # _____
NAME _____	TITLE _____
PHONE (____) _____	FAX _____
TOUCHSTONE SALES REP _____	EMAIL _____
NAME OF BUSINESS _____	D.B.A. _____
ADDRESS _____	CITY, STATE, ZIP _____
AUTHORIZED SIGNATURE _____	

STANDARD TERMS AND CONDITIONS:

I. PAYMENT TERMS

All prices are in U.S. funds. Touchstone Home Product's (THP) standard payment terms are payment due upon shipment of order. Payable by cashier's check, VISA, MasterCard, or prepayment. Net terms may be obtained upon Approval of Credit after establishing a business relationship.

II. DELIVERY

All sales are F.O.B. CIF. All shipments will be made by the method deemed most advantageous by THP. Delivery dates are approximate and subject to delay due to events beyond reasonable control of THP. THP is **not responsible for insurance if the customer chooses to arrange their own shipping.**

III. TAXES

All prices are exclusive of any present or future sales, revenue, or excise tax, import duty (including brokerage fees), or any other applicable tax. All applicable taxes are the responsibility of the buyer. A valid **Reseller Certificate** and complete **Reseller Agreement** must be submitted to receive Reseller Price List.

IV. CANCELLATIONS & NON-DEFECTIVE RETURNS

Three-day rescission period agreed upon from date of signed contract. **No returns or cancellations will be accepted.**

V. DEFECTIVE MERCHANDISE

THP offers a 30-day swap-out period for defective merchandise; however, THP reserves the right to have the product repaired onsite by a third party national service company. Contact THP immediately upon discovering merchandise defect to obtain an RMA (Return Merchandise Authorization). Please have the following information available: company name, invoice number, product serial number, model number of the product, date of shipment, overview of the problem.

VI. SPECIAL ORDERS

All sales are final on special order items.

VII. NSF CHECKS AND DELINQUENT ACCOUNTS

A \$30.00 returned check fee will be charged for any checks returned NSF. Future shipments will be sent C.O.D. Cashier's check. All collection costs, including attorney's fees and court costs, will be charged to the Buyer in the event that it is necessary to take legal action to collect. No further orders will be shipped until restitution is made. The laws of the State of Pennsylvania shall be applicable to all actions arising under this and any other agreement between the Applicant and the Seller. All accounts shall be due and payable in Exton, PA. In the event of litigation, venue shall be the County of Chester, State of Pennsylvania.

VIII. ENFORCEMENT

Failure by THP to enforce any Terms and Conditions does not constitute a waiver of any portion of Terms and Conditions.

IX. AGREEMENT TO TERMS AND CONDITIONS

This certificate is given with full knowledge of and subject to the legally proscribed penalties for fraud and evasion. I hereby certify that I have read, understood, and will abide by the Reseller Agreement as stated herein.

VISIBLE SHIPPING DAMAGE MUST BE REPORTED IMMEDIATELY. CONCEALED DAMAGES MUST BE REPORTED WITHIN 48 HOURS OF RECEIVING THE PRODUCT. THP WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGES REPORTED AFTER 48 HOURS.

Email, Fax, Mail to: Touchstone Home Products, 611 Jeffers Circle, Exton, PA 19341
sales@touchstonehomeproducts.com (O) (800) 215-1990 (F) (908) 934-9235



Store Contact Information

Store Location _____ Phone (____) _____

Address _____

City, State, Zip _____

Mailing Address _____

City, State, Zip _____

Email Address (Required) _____

OWNERS, PARTNERS OR CORPORATE OFFICERS

Proprietorship Partnership # _____ Corporation _____ LLC
Date & State of Corporation

Name _____ Social Security _____

Title _____ % Street Address _____

Phone(____) _____ City, State, Zip _____

Name _____ Social Security _____

Title _____ % Street Address _____

Phone(____) _____ City, State, Zip _____

(PLEASE COMPLETE NEXT PAGE)

CUSTOMER AGREEMENT

In consideration of, and in order to induce you to establish a line of credit or accept COD company check, the undersigned understands and agrees to pay for all charges to the account in accordance with the terms of sale you establish. If purchase orders conflict with your terms of sale, we understand the terms of this credit application will prevail at your standard net 30 or COD terms. If at any time, for any reason, we are unable to pay for monthly purchases when due, we agree to be billed and pay an administrative and cost of money service charge of 1.5% per month (18 percent per annum) as fair average compensation to you. Applicant(s) understands that all claims, requests for adjustments, or notification of errors must be made within thirty days or charges are considered accepted. No returns will be allowed. If for any reason, collection proceedings or legal action are deemed necessary by Touchstone to collect any portion of the account that is in default, applicant(s) agrees that venue shall be Exton, Pennsylvania, unless at Touchstone's sole discretion, you choose some other forum. The undersigned agrees to pay all collection costs, including reasonable attorney's fees and costs, through final dispensation. Should the ownership of this business change in any way after the date of this application, applicant(s) agrees to notify Touchstone in writing of such change and agrees that any and all charges incurred until such notice is received shall remain the responsibility of the ownership as indicated by this application. I/We represent, as the Applicant(s) herein, that all debts are currently being paid in the normal course of business as they become due and that no insolvency exists as defined in the Bankruptcy Reform Act and that no petition has been contemplated or filed for protection. This agreement is binding on the Applicant(s), and if a corporation or partnership, on the individual(s) signing on behalf of the corporation and all partners of any partnership, its assignees and heirs. A copy of this application can be accepted as an original. In addition, I/we authorize Touchstone to make any and all bank, trade, background, or Consumer Credit inquiries as necessary.

X _____ X _____
Legal Signature Date Legal Signature Date
(Signature is the owner, 2 partners or 2 corporate officers, or authorized signers with legal documentation.)

Print Name Title Print Name Title

PERSONAL GUARANTY

I, (individual) _____ for and in consideration of your extending credit, at my request, to (company) _____ hereby personally guarantee to Touchstone Home Products payment of the obligation of the above named company, and I hereby agree to bind myself to pay you on demand, any sum which may become due to you by the company whenever the company shall fail to pay the same. It is understood that this guarantee shall be a continuing, absolute and irrevocable guaranty and indemnity for such indebtedness until credit grantor receives revocation in writing.

X _____ (as individual) _____
Signature Social Security # Date

(PLEASE COMPLETE NEXT PAGE)



DEALER CREDIT CARD AUTHORIZATION FORM

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: (____) _____

NAME ON CREDIT CARD: _____

BILLING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CREDIT CARD TYPE: VISA / MC / AMEX

ACCOUNT NUMBER: _____

EXPIRATION DATE: ___/___ CVV/CSV _____

AUTHORIZED SIGNATURE: _____

CREDIT CARD WILL BE CHARGED UPON SHIPMENT OF PRODUCT TO CUSTOMER AND WILL BE CHARGED BY EITHER TOUCHSTONE HOME PRODUCTS OR MEDIA SUPPLY DEPENDING ON ITEMS PURCHASED. YOUR COMPANY WILL BE NOTIFIED IN ADVANCE OF TOTAL CHARGE, PO AND INVOICE NUMBER.

FAX THIS SIGNED FORM TO (908) 934-9235



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Authorized Dealer Location Form

Touchstone Home Products provides a vast amount of resources and tools for authorized dealers nationwide. We take pride in offering outstanding product line and excellent customer service to support our dealers and keep every customer happy.

Please complete this form with your company’s information that will be displayed in dealer directory at TouchstoneHomeProducts.com/wheretobuy.

Store Location 1 _____ **Phone (____)** _____

Address _____

City, State, Zip _____

Mailing Address _____

City, State, Zip _____

Website Address _____

Email Address _____

Store Location 2 _____ **Phone (____)** _____

Address _____

City, State, Zip _____

Mailing Address _____

City, State, Zip _____

Website Address _____

Email Address _____

If you have more than two locations please duplicate this page as many times as necessary to include all “Demo Cabinet Locations”.