

(FOR OFFICIAL USE ONLY)

| | | |
|-------------------------------|--------------|--------------------------|
| DATE: ___/___/___ | ACCT#: _____ | EST. ANNUAL SALES: _____ |
| SALES REP: _____ | TYPE: _____ | CREDIT LIMIT: _____ |
| ACCTING APPROVAL: _____ | | |
| DIR. OF SALES APPROVAL: _____ | | |

INTERNATIONAL RESELLER APPLICATION

COMPANY INFORMATION

Entity Type:

| | | | |
|---|----------------|---|--------------------------------|
| Legal Company Name / DBA | | Company ID#/VAT# | In Business Since (MM/DD/YYYY) |
| Mailing (Billing) Address | | | |
| City | State/Province | Postal Code | Country |
| Phone | FAX | Website | |
| Shipping address <input type="checkbox"/> Same as above | | | |
| City | State/Province | Postal Code | Country |
| President/Administrator | | President/Administrator Email | |
| Purchasing Manager | | Purchasing Email (Required) | |
| Sales Manager | | Sales Email | |
| Accounts Payable Contact | | Accounts Payable Email (Electronic Invoicing) | |

In an effort to be environmentally friendly and to streamline our processes, Rite in the Rain invoices and order acknowledgments are transmitted electronically. If you do not have an e-mail address or prefer another means of receiving Rite in the Rain documentation, please contact your account representative for special routing.

Sales Outlets (Check all that apply.): Amazon, Ebay, Google, other Catalog Retail Storefront If yes, how many physical location(s)? _____

How many Outside Sales Staff? _____ Covering what Territories? _____

CUSTOMER TYPES (Please select all that apply.)

GENERAL

-  **EVERYDAY CARRY**
 - Organization
 - Creativity
-  **EDUCATION**
 - Classroom
 - Research
-  **MARINE & SCUBA**
 - Marine
 - Scuba

COMMERCIAL

-  **SURVEYING & ENGINEERING**
 - Surveying
 - Engineering
-  **AGRICULTURE**
 - Cultivation
 - Livestock
 - Crops
-  **CONSTRUCTION**
 - Construction
 - Job Site
 - DIY
 - Industrial
-  **ENERGY**
 - Utilities
 - Oil & Petrol
-  **EARTH SCIENCES**
 - Geological
 - Environmental
-  **FORESTRY & MINING**
 - Forestry
 - Mining

PUBLIC SAFETY

-  **LAW ENFORCEMENT**
 - Law Enforcement
-  **PUBLIC SAFETY**
 - CERT
 - Fire
 - EMS
-  **TACTICAL**
 - Military

OUTDOOR

-  **RECREATION**
 - Travel
 - Outdoor
 - Birding
 - Climbing
-  **SPORTSMEN**
 - Hunting
 - Fishing
-  **ATHLETICS**
 - Sports
 - Training

OTHER: _____

dealers.RiteintheRain.com

Your reseller website Access Authorization Code will be emailed at time of approval.

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INTERNATIONAL RESELLER TERMS & CONDITIONS OF SALE

NEW ACCOUNTS

All new accounts must complete and sign a reseller application form before a reseller discount can be extended.

DISCOUNTS AND ORDER REQUIREMENTS

Reseller discounts are determined by annual sales volume. New reseller's discounts will be computed upon acceptance as a reseller. No discounts on orders below \$250. A minimum of \$2,500 or more in orders is required annually to maintain reseller status.

All Shipments are FOB factory, Tacoma, Washington 98424. Net minimum reseller initial order is \$500. Refill order is \$250. **Products must be ordered in standard inner or case pack quantities. Product quantities will automatically be increased to meet inner or case pack requirements.** Orders canceled or requiring major revisions less than 24 hours prior to ship date or while in transit may be subject to a 15% restocking fee. All items are subject to price change or withdrawal without notice.

TERMS

All prices are in US funds payable by credit card or wire transfer prior to shipping. JL Darling, LLC must be notified in writing of any changes in ownership of the reseller company.

Applicant (Reseller/Buyer) hereby grants JL Darling, LLC first priority purchase money security interest in buyer's entire future inventory of JL Darling, LLC's products, and in all proceeds of sale or other disposition of said products. In the event that any unpaid amounts become past due and JL Darling, LLC incurs expenses to collect past due amounts, applicant agrees to pay all costs related to collection, including attorney's fees. Venue will be Washington State.

FREIGHT TERMS

Standard freight terms are FOB our plant, Tacoma WA. 98424 and are calculated individually for each order and added to the invoice. UPS, FedEx, Parcel Post, Common Carrier and Air Freight are available. In most cases freight will be prepaid with charges added to the invoice. LTL shipments are sent Freight Collect. Please specify by which means the order is to be shipped.

Any duties, taxes, or fees that may be incurred upon entrance into your country are not included in the shipping costs. These charges are due by the recipient upon delivery of the order.

TERRITORY

Applicant is permitted to resell products within the country specified in the "Shipping address" section of this application. Sales of products outside of the country will require written permission from JL Darling, LLC.

DAMAGED SHIPMENTS

All claims for loss or damage on prepaid freight shipments will be handled through JL Darling, LLC. All claims on freight collect shipments will be handled by the Buyer directly with the freight company. In either case, report damage in writing to the carrier at the time of delivery and report to JL Darling within 48 hours.

RETURNED GOODS

JL Darling, LLC does not guarantee the commercial success or resale of its products and does not accept the return of sellable merchandise. Merchandise returns will only be considered under extraordinary circumstances. No merchandise will be accepted for return unless specific authorization for such return has been given in advance by dealer services and may be subject to a 15% restocking fee. No returns are authorized past 90 days from date of invoice. No returns accepted on custom printed or imprinted materials.

All merchandise is guaranteed against manufacturing defects. Return of defective merchandise requires specific authorization in advance by dealer services. No returns are authorized past 90 days from date of invoice.

SHIPMENT ERROR

In the event of a shipment error caused by JL Darling, LLC which necessitates a return, only merchandise over-shipped and still in full inner or case packs may be returned. Approval by JL Darling, LLC and a return authorization number is required. A copy of the packing slip must accompany the returned items.

SHORTAGES

Shortage claims must be submitted in writing within 30 days of receipt of product order. All shortage claims will be reviewed by JL Darling, LLC for verification and to determine validity and issuance of any credit due. Non-reported shortage claims that are deducted from reseller (Buyer) payments without prior approval will be denied.



How do you wish to pay for products? CREDIT CARD WIRE TRANSFER (ALL ORDERS ARE PREPAY)

Please provide the following information:

What other USA products do you sell? (Please note if you have any exclusivity.)

Are you currently purchasing these products through a distributor? Yes No

If yes, please list the distributors you purchase from.

Why do think your business would be a good reseller of *Rite in the Rain* products?

AGREEMENT Applicant agrees to the terms conditions listed in this application, please sign below.

Please, no stickers or stamps - hand written or digital signatures only.

For digital completion of this application - by entering data in the "signature" field you are agreeing to all terms & conditions.

| Applicants Name (please print) | Title | Signature | Date |
|--------------------------------|-------|-----------|------|
|--------------------------------|-------|-----------|------|

Please Email this form to: intl@RiteintheRain.com

or fax both pages to (253) 922-5552 or mail to the address below, attention: Inside Sales Coordinator, International

JL DARLING, LLC 2614 Pacific Highway East, Tacoma, WA 98424-1017 • Phone (253) 922-5000 • intl@RiteintheRain.com