



Vendor / Reseller Agreement: As of 8/14 we reached our maximum & closed accepting US Applications Terms & Conditions

CONFIDENTIAL

UPDATED: AUGUST 14, 2014

SELLER / MANUFACTURER

A Sanborn Corporation
PO Box 86747
Madeira Beach, FL 33738
Phone: (727) 397-3073
Fax: (866) 814-0525

BUYER / RESELLER / VENDOR

Business Name _____
Agent Name _____
Address _____
Address _____
Phone/Fax _____
Email _____

PURPOSE

The only purpose for this agreement is to clearly state what is expected of all Resellers and to ask them to operate in an honorable and ethical manner by using fair business practices when selling A Sanborn Corporation products. Because of a few Resellers who do not run their business in this manner, this agreement has become necessary to protect our Distributors from being undercut on pricing by Resellers and from devaluing our product lines as well as competitors. We appreciate your cooperation in protecting the future of our industry by honoring our reseller agreement.

DISTRIBUTORS

For products purchased thru an authorized distributor or from other authorized entities, a distributor may be required by Distributor Agreements or legal actions to refuse to service products or sell products to a Reseller that does not abide by the terms in the A Sanborn Corporation Reseller agreement and/or require you to work directly with A Sanborn Corporation.

RESELLER AGREEMENT

- Resellers must agree to advertise A Sanborn Corporation products using our Manufacturer Suggested Retail Pricing (MSRP) as posted, except as allowed below, on the products displayed on www.GlassArtPatterns.com, A Sanborn Corporation.
- Resellers must use our copyrighted images for marketing/selling online or thru printed materials which are provided after signing and returning this agreement within the required 5 business day (stated below). You may not copy, photo graph or reproduce images of our products without express written permission from A Sanborn Corporation.
- Resellers may place A Sanborn Corporation products on sale of not more than a 15% discount for not more than 10 business days in a row and for not more than 3 times per year.
- Resellers may not place A Sanborn Corporation products on sale at 15% or less off MSRP on an everyday basis.
- Reseller should not be selling A Sanborn Corporation products with the express intention of undermining MSRP at their cost or below cost in order to attract sales to their business.
- Resellers may not place A Sanborn Corporation products into an "On Sale", "Clearance", "Discontinued" status or any other label that infers lower pricing for an extended period of time of more than 2 weeks.
- Resellers placing any A Sanborn Corporation products into any status of discounting such as "Clearance", "Discontinued", etc. may NOT restock those products and thereby making it a "forever" lower than MSRP. If the true intention is to stop carrying a product line, they should contact the A Sanborn Corporation to see if other arrangements can be made for the stock and they must provide original proof of purchase with a date and pricing from the purchasing source.

- Resellers selling products on eBay or any other "like" services at below MSRP has the same requirements as discounted pricing above.
- Resellers may not rebrand, repackage, split up packaging or materials or misrepresent products as other company name other than A Sanborn Corporation by altering any product, content or image.
- Resellers may not copy, remanufacture or sell to other resellers or 3rd parties knowing the intention is to have the product reproduced.
- Resellers may not use the Reseller Agreement to delay or prevent entry of product line into any part of market place.
- Resellers must agree to not sell to those people whom are identified by A Sanborn Corporation as not abiding the Reseller agreement.

If any of the above requirements are not followed, it will be considered a deceptive business practice action and can result in immediate legal action by A Sanborn Corporation. In addition, the Reseller's right to purchase products will immediately be revoked thru all distribution channels.

If any part of this Reseller Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this reseller agreement will continue to be in effect.

A Sanborn Corporation reserves the right to update and change this Reseller Agreement as needed. Changes will be posted online, on our website, and it is the reseller's responsibility to check the Reseller Agreement requirements when changing how they are selling our products. We will do our best to keep our resellers informed of any updates via email so it is important to keep us informed of any changes in your contact information and email address.

Please print you contact information above and sign this form below. **A copy of this completed and signed and the form must be faxed to us at 866-814-0525, by 5 pm EST no later than on the 5th business day after receipt of this document and the original must be mailed and postmarked the same day of the fax to: A Sanborn Corporation - PO Box 86747 - Madeira Beach, FL 33738**

We will return a signed copy of this form and email you with information on how to obtain the required copyrighted images.

If you chose to not agree to the Reseller Agreement or do not return it completed **by 5 pm EST on the 5th business date requested for signing this form** _____ then you should consider this document a "Cease and Desist Order" from using any images of our products or selling any of our products online or in any other form and we are informing you that your purchasing rights thru any distributor or reseller are revoked.

AUTHORIZED SIGNATURES

A SANBORN CORPORATION

SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____
 PRINT

RESELLER:
 SIGNATURE: _____ DATE: _____

NAME: _____ TITLE: _____
 PRINT