

# NATURAL EARTH PAINT

eco-friendly paint kits

NATURAL EARTH PAINT

[www.NaturalEarthPaint.com](http://www.NaturalEarthPaint.com)

[info@naturalearthpaint.com](mailto:info@naturalearthpaint.com)

330 E. Hersey, Suite 7

Ashland, OR 97520

541.631.3437

Dear Potential Natural Earth Paint Retailer,

Thank you for your interest in Natural Earth Paint products! We hold your business in high regard and as such, we carefully screen and approve Wholesale Account requests. This allows us to grow and create a program that creates the best opportunity to succeed for both our business and yours.

Please consider the following terms of our Wholesale Accounts, and if you are in agreement, complete and sign the application below.

We appreciate your interest and look forward to hearing from you soon.

Warmly,

Leah Fanning, Owner  
Natural Earth Paint

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## WHOLESALE AGREEMENT

Required for all new Retailers

**Store Name:**

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**Website:**

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**Billing Address:**

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**Ship to Address:**

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**Buyer Name:**

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**Email:**

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**Phone:**

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**Accounts Payable Contact Name:**

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**Email:**

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**Phone:**

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**Preferred Ship Method:**

**Account #:**

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**Type of Business & Years in Business:**

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## WHOLESALE AGREEMENT TERMS AND CONDITIONS

Your submission of this Wholesale Application indicates that you agree to the terms of the following Wholesale Agreement as established by Natural Earth Paint.

### ORDERING

Orders may be placed by phone, by email or online. For email orders, please fill in our order form or submit a company purchase order. Coupon codes or promotional discounts do not apply to Wholesale orders.

Lead-time: 3-5 days (from the time the order is placed until the day it is shipped)

**Minimum order:** \$200

**Order Confirmation:** The Wholesale Account will receive an order confirmation via email before any product is shipped. By receiving the confirmation, the Wholesale Account agrees to receive the purchase order as confirmed. The Wholesale Account has 48 hours from the time the confirmation is received to contact Natural Earth Paint regarding canceling or adjusting the purchase order (although commonly, orders are shipped immediately after placed). The Wholesale Account will also receive a shipment confirmation email once the order has left our warehouse. It is the Wholesale Account's responsibility to track shipment with the tracking number provided in the email. Once the shipment has left our warehouse, we are no longer responsible for that package. Any shipping claims must be made by Customer to the appropriate carrier / transportation company.

### MSRP

All Natural Earth Paint products have a suggested retail price (MSRP). Retailers retain the right to charge above the MSRP; however, they may not charge less than the suggested retail price. In the event that the Wholesale Account chooses to place the products or goods for sale at a discount (MAP), the Wholesale Account cannot discount the products more than 15% below MSRP without the approval of Natural Earth Paint, and all items must be clearly identified as being priced below MSRP. Natural Earth Paint reserves the right to discontinue doing business with any reseller that advertises Natural Earth Paint products at a lower price than the MSRP.

### WEB COMMERCE

No products or goods purchased from or produced by Natural Earth Paint shall be resold by or through any online auction or online store (such as Ebay, Amazon or other similar sites) without the express, written authority and permission from Natural Earth Paint. In the event permission is granted, the wholesaler must only use images and descriptions created and supplied by Natural Earth Paint.

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## **PRODUCT IMAGES**

Natural Earth Paint will make available images that you might require for your print and online presence. Should you require any additional images, please contact us. Any imagery you provide yourself must be approved prior to use.

## **SPECIAL REQUESTS**

Natural Earth Paint will consider any special requests made by the Wholesale Account at the time the order is placed and prior to shipment, such as method of delivery and packaging, which may be subject to additional fees. We will try our best to accommodate our Wholesale Accounts as best we can, however we can make no guarantees.

## **PAYMENT METHODS/INVOICING**

We currently accept the following payment methods: Visa, MasterCard, American Express, Discover, PayPal and checks. After receipt of order, the Wholesale Account will receive an Invoice via email with a "Pay Now" option. Payment method is based on history and relationship with accounts; however, all new accounts will be charged at the time of shipment until a reasonable payment history is established. At that point, the Wholesale Account will be given Net 30 Terms. If Net 30 terms are preferred, please email three trade references or a credit application. The Wholesale Account is not to deduct any fees from the invoice, under any circumstances without the expressed approval by Natural Earth Paint. Any unauthorized deductions or discounts reflected in the payment will be grounds for termination of contract between the Wholesale Account and Natural Earth Paint if not corrected immediately.

## **OVER DUE ACCOUNTS**

Should terms be extended, Wholesale Accounts will be subject to an interest charge of 2% of the amount of the entire invoice beginning 30 days after the invoice is due, and will continue to accrue at 2% every 15 days thereafter. Terms will be reverted to pre-payment if account is overdue more than twice in a fiscal year. Natural Earth Paint retains the right to terminate any delivery or suspend further deliveries in the event the Wholesale Account's financial condition becomes unsatisfactory.

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## SHIPPING/HANDLING

Our standard contracted shipping carrier (and typically most affordable) is UPS Ground for wholesale orders within the United States. We use USPS shipping for international orders or U.S. orders if shipment is needed faster than 8 days (Priority Mail: 2-3 days). If the Wholesale Account specifies/requests another mode of shipping, please specify preferred shipping method and account #. The Wholesale Account is responsible for all shipping charges. Contact us directly for pallet orders. If merchandise is damaged in transit via freight, please accept the shipment and file a claim with the carrier. Call us about any other delivery issues.

## NOTICE OF DEFECTS/RETURNS

The Wholesale Account must make any claims of defects, including but not limited to those related to shortages, quality, or specification, within the first 7 days after the receipt of merchandise. The Seller cannot be responsible for shortages when shipments are directed to a third party. It is the responsibility of the Wholesale Account to inspect upon receipt, that all merchandise delivered matches its order.

**Shortages:** In the event of a product shortage, Natural Earth Paint will give the Buyer the option to either have the missing product shipped to them at-once or to have the amount of the product credited to their account. Please contact our office manager at [info@naturalearthpaint.com](mailto:info@naturalearthpaint.com) regarding shortages.

**Damaged Products:** In the event of damaged products, the Wholesale Account is to take a picture of the product and email it to [info@naturalearthpaint.com](mailto:info@naturalearthpaint.com). A Return Authorization will be issued as soon as possible and then the Wholesale Account is to send the products back to Natural Earth Paint. As soon as the product is received, credit will be issued. All credit will be applied to future orders.

**Returns:** It is the responsibility of the Wholesale Account to inspect upon receipt, that all merchandise delivered matches its order. A written authorization from the seller must be obtained by the Wholesale Account for any returned merchandise. All returns must be made within 7 days of receipt of goods. Returns will only be granted in the event of damaged or defective goods. All credit will be applied to future orders.

## ACCEPTANCE OF GOODS WITH KNOWN DEFECTS

Wholesale Account must notify Seller in writing of all claims for damages resulting from late delivery or any other defect that is known to Wholesale Account at the time Wholesale Account accepts the merchandise. Wholesale Account hereby waives any claim for damages resulting from any defect Wholesale Account is aware of, including late delivery, at the time Wholesale Account accepts the merchandise.

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## MERCHANTABILITY AND MISREPRESENTATIONS

Wholesale Account agrees that Natural Earth Paint makes no warranty, express or implied, as to the merchantability of Natural Earth Paint products. Wholesale Account also agrees that Natural Earth Paint is not liable for any misuse or misrepresentations of the goods by the Wholesale Account.

## AGREEMENT

This Agreement constitutes the entire understanding and agreement between NATURAL EARTH PAINT and Wholesale Account. Please acknowledge your agreement to follow these conditions for all purchase that your company may make, by signing and entering today's date below:

**Print Full Name:**

**Title:**

**Company:**

**Signature:**

**Date:**

Please email your signed contract to [info@naturalearthpaint.com](mailto:info@naturalearthpaint.com) or mail it to our office at:

NATURAL EARTH PAINT  
330 E. Hersey Street, Suite 7  
Ashland, OR 97520

Thank you!  
The Natural Earth Paint Team