

All information must be filled out completely.
 Please print or type.
 Fax or email form to: 440-235-7155 or dealer@vitamix.com

Vita-Mix Retail Dealer Application

Business Name _____
 Billing Address (if P.O. Box) _____
 Street Address _____
 City _____ State/Prov. _____ Zip/Postal Code _____
 Phone () _____ Fax () _____ Web Address _____
 Shipping Address (if different from above)
 Business Name _____
 Street Address _____
 City _____ State/Prov. _____ Zip/Postal Code _____
 Corporation Sub S Corporation Partnership Proprietorship Franchise

Business Information

Type of Business _____
 Contact for credit matters _____
 Contact for order questions _____
 Phone () _____ Fax () _____ E-mail _____
 Month/Year Business Started _____ D & B # _____
 Will purchase be tax exempt? Yes* No *If yes, please attach copy of the exemption certificate to application
 Credit limit requested _____ # of employees _____ Estimated annual sales _____
 Is a purchase order # required for payment? Yes No

Trade References

Supplier	Address w/Zip	Phone/Fax #	Account#
1.		p: _____	
		f: _____	
2.		p: _____	
		f: _____	
3.		p: _____	
		f: _____	

Finance References

Bank and Leasing Co. Name	Phone # - Contact	Account #
Checking _____		
Savings _____		
Lease _____		
If Corporation-Names of Officers: If Partnership or Proprietorship-Names of Partners/Owners. Attach additional sheet if necessary.		
Full Name and Title	Home Address	Home Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature and submittal of this application constitutes agreement to pay all invoices within Vita-Mix Corporation's published terms, all interest charges assessed on past due invoices and all reasonable attorneys' fees, collection fees and collection agency fees and costs incurred as a result of collecting past due accounts or accounts in default. Notification of approval or rejection will be within 10-14 days of receipt of completed application. Initial purchase must be placed within 30 days of application approval.

By your signature, you attest to reading and agreeing to be bound by Vita-Mix's General Seller Policies posted at www.theprofessionalservices.com, including Vita-Mix's Minimum Advertised Pricing (MAP) policy, and the terms and conditions set forth on the reverse side of this Application.

dealer@vitamix.com

Company _____ Submitted By (please print) _____
 Signature _____ Date _____



Office Use Only

Approved by _____ Date _____

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Vita-Mix Retail Dealer Application

As used in this Seller Agreement (this “Agreement”), the terms, “we,” “our” and “Vita-Mix” refer to Vita-Mix Corporation and the terms “Seller,” “you” and “your” refer to the person or entity signing the application on the reverse side. You agree to the terms of this Agreement and the Vita-Mix General Seller Policies (the “Policies”), including Vita-Mix’s Minimum Advertised Pricing (MAP) policy, upon submission of your Application.

Applicable Seller Program - This Agreement applies to prospective Retail Dealers (collectively, “Sellers”) of household Vita-Mix products (the “Products”).

Selling Vita-Mix Products

- a. As a Retail Dealer, you are required to: (i) purchase a minimum of twelve (12) units per year to remain an authorized Retail Dealer; and (ii) carry sufficient liability and other insurance to protect your business.
- b. Upon your first order, you will receive Product brochures and POS materials, when available, within reasonable quantities, at no charge.
- c. Products that are returned by Retail Dealers will be subject to a 30% restocking fee and Retail Dealers will also be responsible for the shipment back to Vita-Mix. Items returned by a Retail Dealer’s customer to Vita-Mix are not the responsibility of Vita-Mix and will not be accepted. No returns will be accepted after 90 days.
- d. Retail Dealers with websites must include a physical address and telephone number as a method of contact.
- e. Under no circumstances may Products be exported outside of the United States or Canada.
- f. The Products are for household sale and use only. Under no circumstance may the Products be sold for commercial use.

Obligations Regarding Seller’s Website - You are solely responsible for the development, operation, and maintenance of your website and for all materials that appear on your website. Such responsibilities include, but are not limited to, the technical operation of your website and all related equipment; the accuracy and propriety of materials posted on your website (including but not limited to, all Vita-Mix product-related materials); ensuring that materials posted on your website do not violate or infringe upon the rights of any third party and are not libelous or otherwise illegal. Vita-Mix disclaims all liability for all such matters.

Seller Responsibilities - Vita-Mix reserves the right not to sell to any customer or to reject any order. If we allow you to sell the Products, you agree to abide by the following conditions:

- a. Seller understands that Vita-Mix has a minimum advertised price policy which is part of these Policies, and agrees to advertise Vita-Mix products consistent with that policy. Any references to discounts, rebates, coupons, and similar circumstances, or search engine arrangements that compromise our minimum advertising pricing policy are strictly prohibited.
- b. Seller shall not resell Vita-Mix products to any other dealer.
- c. Vita-Mix has the right, in our sole discretion, to monitor your website to determine if you are in compliance with our Seller terms.
- d. The sale of new Vita-Mix products on eBay® or other Internet auction sites or auction stores is strictly prohibited. Vita-Mix does not warrant blenders purchased at these auction sites or auction stores.
- e. Seller shall not alter, modify, or expand any links we provide you to our website in any way without our express prior written consent.
- f. Unnecessary or repetitive use of the Vita-Mix or Vita-Mix registered names on Seller’s website is prohibited.
- g. Seller shall not resell any Vita-Mix product to any other dealer.

Termination - Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. Termination will be effective upon receipt of such notice. You shall remove all Vita-Mix graphics or website links within 24 hours of receipt of notice.

Modification – We reserve the right to modify any terms and conditions contained in this Agreement, the Policies or the Seller Program rules at any time. A change notice will be sent to you. If any modification is unacceptable to you, your only recourse and sole remedy is to terminate this Agreement. Your continued participation in our Seller Programs following your receipt of a change notice will constitute your binding acceptance of the change.

Arbitration – The parties agree that all controversies arising under this Agreement shall be determined by arbitration before the American Arbitration Association. The parties agree that the costs of arbitration will be borne equally by the parties, but with each party bearing its costs of representation. The parties acknowledge that arbitration is final, binding and enforceable in any court of competent jurisdiction and that they waive the right to seek remedies in court, including the right to trial by jury.