



APPLICATION FOR WHOLESALE ACCOUNT

BUSINESS CONTACT INFORMATION

Your name and position:		
Company name:		
Phone:	Fax:	E-mail:
Company address:		
City:	State:	ZIP Code:
Date business commenced:		
State Tax #:	Federal EIN:	

BUSINESS/TRADE REFERENCES

Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Contact name:	Type of account:	
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Contact name:	Type of account:	
Company name:		
Address:		
City:	State:	ZIP Code:
Phone:	Fax:	E-mail:
Contact name:	Type of account:	

AGREEMENT

<ol style="list-style-type: none"> 1. All invoices are to be paid the date of the invoice. 2. Claims arising from invoices must be made within seven working days. 3. By submitting this application, you authorize BulkReefSupply.com to make inquiries into business/trade references that you have supplied.
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SIGNATURES

Signature: _____ Print Name: _____ Title: _____ Date: _____	Signature: _____ Print Name: _____ Title: _____ Date: _____
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Please send us your completed application along with:

- A copy of your business license and/or resellers certificate/sales tax exemption with legal and/or DBA name.
- If your business is located in MN we require a completed MN Form ST3
- Incomplete or illegible applications will result in delays or rejection

Email to wholesale@bulkreefsupply.com, or Fax to 763-710-4777

Nick Manderfeld

Wholesale Account Manager
 Direct: (763) 231-9086
 6325 Sandburg Rd, Suite 400
 Golden Valley, MN 55427

RESELLER POLICY

BulkReefSupply.com (“BRS”) is proud of its reputation for high quality products and superior customer service. In order to preserve BRS’s continuing ability to provide its customers with the products and service they have come to expect, BRS has adopted this Reseller Policy to exercise a greater degree of control over the distribution of selected BRS-sourced products (“Covered Products”). This Reseller Policy will protect BRS’s brand image and goodwill and enable BRS to maintain the Covered Products’ proper market positioning in a manner that both ensures BRS’s compliance with terms set by its own suppliers and enhances profit and growth opportunities for all of BRS’s wholesale customers.

Bulkreefsupply.com, in its sole discretion, reserves the right to terminate the wholesale account of, discontinue doing business with, or take other appropriate action regarding any customer that offers for sale any product covered by and in violation of this Reseller Policy including by an auction process or on an internet site, including without limitation, Yahoo!, eBay, Amazon or any similar provider.

BRS reserves the right to modify or cancel this Reseller Policy at any time, without notice.

Covered Products

This Reseller Policy applies to the following Covered Products, whether new or used, purchased from BRS:

- all products sold under the BulkReefSupply.com brand name;
- all hw Wiegandt products; and
- all Skimz products.

BRS may, in its sole discretion, modify the list of products subject to this Reseller Policy at any time and without notice. BRS has no obligation to inform vendor of such changes and vendor is solely responsible for reviewing policy updates.

Sales of Covered Products

No Covered Products, including clearance items or manufacturer close-outs (e.g., discounted styles, opportunity buys) and those with factory defects (e.g., blemishes, factory seconds), may be offered for sale through any medium at a price less than the resell price as set forth by BRS. No Covered Products may be offered on an internet site, including without limitation, Yahoo!, eBay, Amazon or any similar provider, in violation of this policy. The offer of a Covered Product for sale by auction constitutes a violation of this Reseller Policy, regardless of whether the seller has set a reserve price or bidding drives the price higher than the resell price as provided hereby.

Monitoring and Reporting

BRS may directly or through third parties or tools engage in monitoring of sales of Covered Products in all channels to verify that the terms of this Reseller Policy are being observed and enforced. All wholesalers and other BRS customers must provide reasonable cooperation in any investigation of Reseller Policy compliance. Hindering, obstructing, delaying, or otherwise failing to cooperate with such an investigation constitutes a violation of this Reseller Policy.

Enforcement

This Reseller Policy has been unilaterally adopted by BRS and will be strictly enforced by BRS, in BRS's sole discretion and without notice. No wholesaler or other customer of BRS has any right or authority to enforce this Reseller Policy. Violations of this Reseller Policy may result in the following sanctions, up to and including termination of our business relationship, as well as any other available remedies at law or equity.

When a violation of this Reseller Policy is discovered:

- **First violation:** BRS will issue a written warning to the violator and may, in BRS's sole discretion and without liability under any existing contracts or agreements, cancel any pending orders, restrict future orders, and/or suspend the violator's account for a period of up to 60 days.
- **Subsequent violation:** BRS will issue a written notice of repeat violation and initiate any sanction that BRS, in its sole discretion and without liability under any existing contracts, deems appropriate, including without limitation: cancellation of pending orders, restriction of future orders, suspension of the violator's account indefinitely or for any period of time, and/or termination of the business relationship and the violator's account.

By applying for and opening a BRS Wholesale Account or distributing or selling Covered Products, you hereby agree to the terms of this Reseller Policy, as they may be amended from time to time, and agree to abide by all requirements hereof.